

1 A bill to be entitled
2 An act relating to motor vehicle insurance;
3 amending s. 316.646, F.S.; requiring each
4 person operating a motor vehicle to have in his
5 or her possession proof of property damage
6 liability coverage; conforming a
7 cross-reference to changes made by the act;
8 amending s. 320.02, F.S.; clarifying the
9 requirements concerning insurance and liability
10 coverage for certain motor vehicles registered
11 in this state; amending s. 321.245, F.S.,
12 relating to the disposition of certain funds in
13 the Highway Safety Operating Trust Fund;
14 conforming a cross-reference; amending s.
15 324.022, F.S.; revising provisions requiring
16 the owner or operator of a motor vehicle to
17 maintain property damage liability coverage;
18 specifying the requirements that apply to such
19 a policy; providing definitions; requiring that
20 a nonresident owner or registrant of a motor
21 vehicle maintain property damage liability
22 coverage if the motor vehicle is in the state
23 longer than a specified period; providing an
24 exception for a member of the United States
25 Armed Forces who is on active duty outside the
26 United States; creating s. 324.0221, F.S.;
27 requiring insurers to report to the Department
28 of Highway Safety and Motor Vehicles the
29 renewal, cancellation, or nonrenewal of a
30 policy providing personal injury protection
31 coverage or motor vehicle property damage

1 liability coverage; authorizing the department
2 to adopt rules for the reports; providing that
3 failure to report as required is a violation of
4 the Florida Insurance Code; requiring that an
5 insurer notify the named insured that a
6 cancelled or nonrenewed policy will be reported
7 to the department; requiring that the
8 department suspend the registration and
9 driver's license of an owner or registrant of a
10 motor vehicle who fails to maintain the
11 required liability coverage; providing for the
12 reinstatement of a registration or driver's
13 license upon payment of certain fees; requiring
14 that a person obtain noncancelable coverage
15 following such reinstatement; providing for the
16 deposit and use of reinstatement fees; amending
17 ss. 627.7275 and 627.7295, F.S., relating to
18 motor vehicle insurance policies and contracts;
19 conforming provisions to changes made by the
20 act; reviving and reenacting ss. 627.730,
21 627.731, 627.732, 627.734, 627.737, 627.739,
22 627.7401, 627.7403, 627.7405, F.S., and
23 reviving, reenacting, and amending ss. 627.733
24 and 627.736, the Florida Motor Vehicle No-Fault
25 Law, notwithstanding the repeal of such law
26 provided in s. 19, chapter 2003-411, Laws of
27 Florida; deleting certain provisions relating
28 to the suspension and reinstatement of a
29 driver's license and registration and notice to
30 the Department of Highway Safety and Motor
31 Vehicles; conforming provisions to changes made

1 by the act; providing legislative intent with
2 respect to the reenactment and codification of
3 the Florida Motor Vehicle No-Fault Law,
4 notwithstanding its prior repeal; amending s.
5 627.736, F.S., as reenacted and amended;
6 revising provisions governing the medical
7 benefits provided as required personal injury
8 protection benefits; providing medical benefits
9 for services and care ordered or prescribed by
10 a physician or provided by certain persons or
11 entities that meet certain specified
12 requirements; requiring the Financial services
13 Commission to adopt rules; requiring personal
14 injury protection insurers to reserve benefits
15 for certain providers for a specified period;
16 tolling the time period for the insurer to pay
17 claims from other providers; authorizing an
18 insurer to limit reimbursement for personal
19 injury protection benefits to a specified
20 percentage of a schedule of maximum charges;
21 prohibiting an insurer from billing or
22 attempting to collect amounts in excess of such
23 limits, except for amounts that are not covered
24 by personal injury protection coverage;
25 deleting provisions specifying allowable
26 amounts for certain tests and services;
27 extending the period during which an insurer
28 may pay an overdue claim following receipt of a
29 demand letter without incurring a penalty;
30 providing for penalties to be imposed against
31 certain insurers for failing to pay claims for

1 personal injury protection; authorizing the
2 Department of Legal Affairs to investigate
3 violations and initiate enforcement action;
4 requiring that all claims related to the same
5 health care provider for the same injured
6 person be brought in one act unless good cause
7 is shown; requiring that electronic notices and
8 communications required or authorized under the
9 Florida Motor Vehicle No-Fault Law be
10 consistent with state and federal privacy and
11 security laws; amending s. 627.739, F.S., as
12 reenacted; deleting provisions authorizing an
13 insurer to offer certain deductibles with
14 respect to a policy of personal injury
15 protection; providing legislative intent
16 concerning the application of the act;
17 requiring insurers to deliver revised notices
18 of premium and policy changes to certain
19 policyholders; requiring an insurer to cancel
20 the policy and return any unearned premium if
21 the insured fails to timely respond to the
22 notice; providing for calculating the amount of
23 unearned premium; requiring that insurers
24 continue to use certain forms and rates until a
25 specified date unless the Office of Insurance
26 Regulation approves new forms or rates;
27 providing that a person purchasing a motor
28 vehicle insurance policy without personal
29 injury protection coverage is exempt from the
30 requirement for such coverage and is not
31 subject to certain liability provisions for a

1 specified period; requiring that insurers
2 provide notice of the requirement for personal
3 injury protection coverage or add an
4 endorsement to the policy providing such
5 coverage; providing effective dates.
6

7 Be It Enacted by the Legislature of the State of Florida:
8

9 Section 1. Subsections (1) and (3) of section 316.646,
10 Florida Statutes, are amended to read:

11 316.646 Security required; proof of security and
12 display thereof; dismissal of cases.--

13 (1) Any person required by s. 324.022 to maintain
14 property damage liability security, required by s. 324.023 to
15 maintain liability security for bodily injury or death, or ~~any~~
16 ~~person~~ required by s. 627.733 to maintain personal injury
17 protection security on a motor vehicle shall have in his or
18 her immediate possession at all times while operating such
19 motor vehicle proper proof of maintenance of the required
20 security. Such proof shall be ~~either~~ a uniform
21 proof-of-insurance card in a form prescribed by the
22 department, a valid insurance policy, an insurance policy
23 binder, a certificate of insurance, or such other proof as may
24 be prescribed by the department.

25 (3) Any person who violates this section commits a
26 nonmoving traffic infraction subject to the penalty provided
27 in chapter 318 and shall be required to furnish proof of
28 security as provided in this section. If any person charged
29 with a violation of this section fails to furnish proof, at or
30 before the scheduled court appearance date, that security was
31 in effect at the time of the violation, the court may

1 immediately suspend the registration and driver's license of
 2 such person. Such license and registration may ~~only~~ be
 3 reinstated only as provided in s. 324.0221 ~~s.-627.733~~.

4 Section 2. Paragraphs (a) and (d) of subsection (5) of
 5 section 320.02, Florida Statutes, are amended to read:

6 320.02 Registration required; application for
 7 registration; forms.--

8 (5) (a) Proof that personal injury protection benefits
 9 have been purchased when required under s. 627.733, that
 10 property damage liability coverage has been purchased as
 11 required under s. 324.022, that bodily injury or death
 12 coverage has been purchased if required under s. 324.023, and
 13 that combined bodily liability insurance and property damage
 14 liability insurance have been purchased when required under s.
 15 627.7415 shall be provided in the manner prescribed by law by
 16 the applicant at the time of application for registration of
 17 any motor vehicle that is subject to such requirements ~~owned~~
 18 ~~as-defined-in-s.-627.732~~. The issuing agent shall refuse to
 19 issue registration if such proof of purchase is not provided.
 20 Insurers shall furnish uniform proof-of-purchase cards in a
 21 form prescribed by the department and shall include the name
 22 of the insured's insurance company, the coverage
 23 identification number, and the make, year, and vehicle
 24 identification number of the vehicle insured. The card shall
 25 contain a statement notifying the applicant of the penalty
 26 specified in s. 316.646(4). The card or insurance policy,
 27 insurance policy binder, or certificate of insurance or a
 28 photocopy of any of these; an affidavit containing the name of
 29 the insured's insurance company, the insured's policy number,
 30 and the make and year of the vehicle insured; or such other
 31 proof as may be prescribed by the department shall constitute

1 sufficient proof of purchase. If an affidavit is provided as
2 proof, it shall be in substantially the following form:

3
4 Under penalty of perjury, I ...(Name of insured)... do hereby
5 certify that I have ...(Personal Injury Protection, Property
6 Damage Liability, and, when required, Bodily Injury
7 Liability)... Insurance currently in effect with ...(Name of
8 insurance company)... under ...(policy number)... covering
9 ...(make, year, and vehicle identification number of
10 vehicle).... ...(Signature of Insured)...

11
12 Such affidavit shall include the following warning:

13
14 WARNING: GIVING FALSE INFORMATION IN ORDER TO OBTAIN A VEHICLE
15 REGISTRATION CERTIFICATE IS A CRIMINAL OFFENSE UNDER FLORIDA
16 LAW. ANYONE GIVING FALSE INFORMATION ON THIS AFFIDAVIT IS
17 SUBJECT TO PROSECUTION.

18
19 When an application is made through a licensed motor vehicle
20 dealer as required in s. 319.23, the original or a photostatic
21 copy of such card, insurance policy, insurance policy binder,
22 or certificate of insurance or the original affidavit from the
23 insured shall be forwarded by the dealer to the tax collector
24 of the county or the Department of Highway Safety and Motor
25 Vehicles for processing. By executing the aforesaid affidavit,
26 no licensed motor vehicle dealer will be liable in damages for
27 any inadequacy, insufficiency, or falsification of any
28 statement contained therein. A card shall also indicate the
29 existence of any bodily injury liability insurance voluntarily
30 purchased.

(d) The verifying of proof of personal injury protection insurance, proof of property damage liability insurance, proof of combined bodily liability insurance and property damage liability insurance, or proof of financial responsibility insurance and the issuance or failure to issue the motor vehicle registration under the provisions of this chapter may not be construed in any court as a warranty of the reliability or accuracy of the evidence of such proof. Neither the department nor any tax collector is liable in damages for any inadequacy, insufficiency, falsification, or unauthorized modification of any item of the proof of personal injury protection insurance, proof of property damage liability insurance, proof of combined bodily liability insurance and property damage liability insurance, or proof of financial responsibility insurance ~~either~~ prior to, during, or subsequent to the verification of the proof. The issuance of a motor vehicle registration does not constitute prima facie evidence or a presumption of insurance coverage.

Section 3. Section 321.245, Florida Statutes, is amended to read:

321.245 Disposition of certain funds in the Highway Safety Operating Trust Fund.--The director of the Florida Highway Patrol, after receiving recommendations from the commander of the auxiliary, is authorized to purchase uniforms and equipment for auxiliary law enforcement officers as defined in s. 321.24 from funds described in s. 324.0221(3) ~~s. 627.733(7)~~. The amounts expended under this section shall not exceed \$50,000 in any one fiscal year.

Section 4. Section 324.022, Florida Statutes, is amended to read:

1 324.022 Financial responsibility for property
2 damage.--

3 (1) Every owner or operator of a motor vehicle, which
4 ~~motor-vehicle-is-subject-to-the-requirements-of-s-~~
5 ~~627-730-627-7405-and~~ required to be registered in this state,
6 ~~shall,-by-one-of-the-methods-established-in-s--324-031-or-by~~
7 ~~having-a-policy-that-complies-with-s--627-7275,~~ establish and
8 maintain the ability to respond in damages for liability on
9 account of accidents arising out of the use of the motor
10 vehicle in the amount of \$10,000 because of damage to, or
11 destruction of, property of others in any one crash. The
12 requirements of this section may be met by one of the methods
13 established in s. 324.031; by self-insuring as authorized by
14 s. 768.28(16); or by maintaining an insurance policy providing
15 coverage for property damage liability in the amount of at
16 least \$10,000 because of damage to, or destruction of,
17 property of others in any one accident arising out of the use
18 of the motor vehicle. The requirements of this section may
19 also be met by having a policy which provides coverage in the
20 amount of at least \$30,000 for combined property damage
21 liability and bodily injury liability for any one crash
22 arising out of the use of the motor vehicle. The policy, with
23 respect to coverage for property damage liability, must meet
24 the applicable requirements of s. 324.151, subject to the
25 usual policy exclusions that have been approved in policy
26 forms by the Office of Insurance Regulation. No insurer shall
27 have any duty to defend uncovered claims irrespective of their
28 joinder with covered claims.

29 (2) As used in this section, the term:

30 (a) "Motor vehicle" means any self-propelled vehicle
31 that has four or more wheels and that is of a type designed

1 and required to be licensed for use on the highways of this
2 state, and any trailer or semitrailer designed for use with
3 such vehicle. The term does not include:

4 1. A mobile home.

5 2. A motor vehicle that is used in mass transit and
6 designed to transport more than five passengers, exclusive of
7 the operator of the motor vehicle, and that is owned by a
8 municipality, transit authority, or political subdivision of
9 the state.

10 3. A school bus as defined in s. 1006.25.

11 4. A vehicle providing for-hire transportation that is
12 subject to the provisions of s. 324.031. A taxicab shall
13 maintain security as required under s. 324.032(1).

14 (b) "Owner" means the person who holds legal title to
15 a motor vehicle or the debtor or lessee who has the right to
16 possession of a motor vehicle that is the subject of a
17 security agreement or lease with an option to purchase.

18 (3) Each nonresident owner or registrant of a motor
19 vehicle that, whether operated or not, has been physically
20 present within this state for more than 90 days during the
21 preceding 365 days shall maintain security as required by
22 subsection (1) which is in effect continuously throughout the
23 period the motor vehicle remains within this state.

24 (4) The owner or registrant of a motor vehicle is
25 exempt from the requirements of this section if she or he is a
26 member of the United States Armed Forces and is called to or
27 on active duty outside the United States in an emergency
28 situation. The exemption provided by this subsection applies
29 only as long as the member of the Armed Forces is on such
30 active duty outside the United States and applies only while
31 the vehicle is not operated by any person. Upon receipt of a

1 written request by the insured to whom the exemption provided
2 in this subsection applies, the insurer shall cancel the
3 coverages and return any unearned premium or suspend the
4 security required by this section. Notwithstanding s.
5 324.0221(3), the department may not suspend the registration
6 or operator's license of any owner or registrant of a motor
7 vehicle during the time she or he qualifies for an exemption
8 under this subsection. Any owner or registrant of a motor
9 vehicle who qualifies for an exemption under this subsection
10 shall immediately notify the department prior to and at the
11 end of the expiration of the exemption.

12 Section 5. Section 324.0221, Florida Statutes, is
13 created to read:

14 324.0221 Reports by insurers to the department;
15 suspension of driver's license and vehicle registrations;
16 reinstatement.--

17 (1)(a) Each insurer that has issued a policy providing
18 personal injury protection coverage or property damage
19 liability coverage shall report the renewal, cancellation, or
20 nonrenewal thereof to the department within 45 days after the
21 effective date of each renewal, cancellation, or nonrenewal.
22 Upon the issuance of a policy providing personal injury
23 protection coverage or property damage liability coverage to a
24 named insured not previously insured by the insurer during
25 that calendar year, the insurer shall report the issuance of
26 the new policy to the department within 30 days. The report
27 shall be in the form and format and contain any information
28 required by the department and must be provided in a format
29 that is compatible with the data-processing capabilities of
30 the department. The department may adopt rules regarding the
31 form and documentation required. Failure by an insurer to file

1 proper reports with the department as required by this
2 subsection or rules adopted with respect to the requirements
3 of this subsection constitutes a violation of the Florida
4 Insurance Code. These records shall be used by the department
5 only for enforcement and regulatory purposes, including the
6 generation by the department of data regarding compliance by
7 owners of motor vehicles with the requirements for financial
8 responsibility coverage.

9 (b) With respect to an insurance policy providing
10 personal injury protection coverage or property damage
11 liability coverage, each insurer shall notify the named
12 insured, or the first named insured in the case of a
13 commercial fleet policy, in writing that any cancellation or
14 nonrenewal of the policy will be reported by the insurer to
15 the department. The notice must also inform the named insured
16 that failure to maintain personal injury protection coverage
17 and property damage liability coverage on a motor vehicle when
18 required by law may result in the loss of registration and
19 driving privileges in this state and inform the named insured
20 of the amount of the reinstatement fees required by this
21 section. This notice is for informational purposes only, and
22 an insurer is not civilly liable for failing to provide this
23 notice.

24 (2) The department shall suspend, after due notice and
25 an opportunity to be heard, the registration and driver's
26 license of any owner or registrant of a motor vehicle with
27 respect to which security is required under ss. 324.022 and
28 627.733 upon:

29 (a) The department's records showing that the owner or
30 registrant of such motor vehicle did not have in full force
31

1 and effect when required security that complies with the
2 requirements of ss. 324.022 and 627.733; or

3 (b) Notification by the insurer to the department, in
4 a form approved by the department, of cancellation or
5 termination of the required security.

6 (3) An operator or owner whose driver's license or
7 registration has been suspended under this section or s.
8 316.646 may effect its reinstatement upon compliance with the
9 requirements of this section and upon payment to the
10 department of a nonrefundable reinstatement fee of \$150 for
11 the first reinstatement. The reinstatement fee is \$250 for the
12 second reinstatement and \$500 for each subsequent
13 reinstatement during the 3 years following the first
14 reinstatement. A person reinstating her or his insurance under
15 this subsection must also secure noncancelable coverage as
16 described in ss. 324.021(8), 324.023, and 627.7275(2) and
17 present to the appropriate person proof that the coverage is
18 in force on a form adopted by the department, and such proof
19 shall be maintained for 2 years. If the person does not have a
20 second reinstatement within 3 years after her or his initial
21 reinstatement, the reinstatement fee is \$150 for the first
22 reinstatement after that 3-year period. If a person's license
23 and registration are suspended under this section or s.
24 316.646, only one reinstatement fee must be paid to reinstate
25 the license and the registration. All fees shall be collected
26 by the department at the time of reinstatement. The department
27 shall issue proper receipts for such fees and shall promptly
28 deposit those fees in the Highway Safety Operating Trust Fund.
29 One-third of the fees collected under this subsection shall be
30 distributed from the Highway Safety Operating Trust Fund to
31 the local governmental entity or state agency that employed

1 the law enforcement officer seizing the license plate pursuant
 2 to s. 324.201. The funds may be used by the local governmental
 3 entity or state agency for any authorized purpose.

4 Section 6. Section 627.7275, Florida Statutes, is
 5 amended to read:

6 627.7275 Motor vehicle liability.--

7 (1) A motor vehicle insurance policy providing
 8 personal injury protection as set forth in s. 627.736 may not
 9 be delivered or issued for delivery in this state with respect
 10 to any specifically insured or identified motor vehicle
 11 registered or principally garaged in this state unless the
 12 policy also provides coverage for property damage liability as
 13 required by s. 324.022. in-the-amount-of-at-least-\$10,000
 14 ~~because-of-damage-to,-or-destruction-of,-property-of-others-in~~
 15 ~~any-one-accident-arising-out-of-the-use-of-the-motor-vehicle~~
 16 ~~or-unless-the-policy-provides-coverage-in-the-amount-of-at~~
 17 ~~least-\$30,000-for-combined-property-damage-liability-and~~
 18 ~~bodily-injury-liability-in-any-one-accident-arising-out-of-the~~
 19 ~~use-of-the-motor-vehicle.-The-policy,-as-to-coverage-of~~
 20 ~~property-damage-liability,-must-meet-the-applicable~~
 21 ~~requirements-of-s.-324.151,-subject-to-the-usual-policy~~
 22 ~~exclusions-that-have-been-approved-in-policy-forms-by-the~~
 23 ~~office.~~

24 (2)(a) Insurers writing motor vehicle insurance in
 25 this state shall make available, subject to the insurers'
 26 usual underwriting restrictions:

27 1. Coverage under policies as described in subsection
 28 (1) to any applicant for private passenger motor vehicle
 29 insurance coverage who is seeking the coverage in order to
 30 reinstate the applicant's driving privileges in this state
 31 when the driving privileges were revoked or suspended pursuant

1 to s. 316.646 or s. 324.0221 ~~s. 324.0221~~ due to the failure of
2 the applicant to maintain required security.

3 2. Coverage under policies as described in subsection
4 (1), which also provides liability coverage for bodily injury,
5 death, and property damage arising out of the ownership,
6 maintenance, or use of the motor vehicle in an amount not less
7 than the limits described in s. 324.021(7) and conforms to the
8 requirements of s. 324.151, to any applicant for private
9 passenger motor vehicle insurance coverage who is seeking the
10 coverage in order to reinstate the applicant's driving
11 privileges in this state after such privileges were revoked or
12 suspended under s. 316.193 or s. 322.26(2) for driving under
13 the influence.

14 (b) The policies described in paragraph (a) shall be
15 issued for a period of at least 6 months and as to the minimum
16 coverages required under this section shall not be cancelable
17 by the insured for any reason or by the insurer after a period
18 not to exceed 30 days during which the insurer must complete
19 underwriting of the policy. After the insurer has completed
20 underwriting the policy within the 30-day period, the insurer
21 shall notify the Department of Highway Safety and Motor
22 Vehicles that the policy is in full force and effect and the
23 policy shall not be cancelable for the remainder of the policy
24 period. A premium shall be collected and coverage shall be in
25 effect for the 30-day period during which the insurer is
26 completing the underwriting of the policy whether or not the
27 person's driver license, motor vehicle tag, and motor vehicle
28 registration are in effect. Once the noncancelable provisions
29 of the policy become effective, the coverage or risk shall not
30 be changed during the policy period and the premium shall be
31 nonrefundable. If, during the pendency of the 2-year proof of

1 insurance period required under s. 324.0221 ~~s.-627-733(7)~~ or
 2 during the 3-year proof of financial responsibility required
 3 under s. 324.131, whichever is applicable, the insured obtains
 4 additional coverage or coverage for an additional risk or
 5 changes territories, the insured must obtain a new 6-month
 6 noncancelable policy in accordance with the provisions of this
 7 section. However, if the insured must obtain a new 6-month
 8 policy and obtains the policy from the same insurer, the
 9 policyholder shall receive credit on the new policy for any
 10 premium paid on the previously issued policy.

11 (c) This subsection controls to the extent of any
 12 conflict with any other section.

13 (d) An insurer issuing a policy subject to this
 14 section may cancel the policy if, during the policy term, the
 15 named insured or any other operator, who resides in the same
 16 household or customarily operates an automobile insured under
 17 the policy, has his or her driver's license suspended or
 18 revoked.

19 (e) Nothing in this subsection requires an insurer to
 20 offer a policy of insurance to an applicant if such offer
 21 would be inconsistent with the insurer's underwriting
 22 guidelines and procedures.

23 Section 7. Paragraph (a) of subsection (1) of section
 24 627.7295, Florida Statutes, is amended to read:

25 627.7295 Motor vehicle insurance contracts.--

26 (1) As used in this section, the term:

27 (a) "Policy" means a motor vehicle insurance policy
 28 that provides personal injury protection coverage, and
 29 property damage liability coverage, or both.

30 Section 8. Notwithstanding the repeal of the Florida
 31 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,

1 section 627.730, Florida Statutes, is revived and reenacted to
2 read:

3 627.730 Florida Motor Vehicle No-Fault Law.--Sections
4 627.730-627.7405 may be cited and known as the "Florida Motor
5 Vehicle No-Fault Law."

6 Section 9. Notwithstanding the repeal of the Florida
7 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,
8 section 627.731, Florida Statutes, is revived and reenacted to
9 read:

10 627.731 Purpose.--The purpose of ss. 627.730-627.7405
11 is to provide for medical, surgical, funeral, and disability
12 insurance benefits without regard to fault, and to require
13 motor vehicle insurance securing such benefits, for motor
14 vehicles required to be registered in this state and, with
15 respect to motor vehicle accidents, a limitation on the right
16 to claim damages for pain, suffering, mental anguish, and
17 inconvenience.

18 Section 10. Notwithstanding the repeal of the Florida
19 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,
20 section 627.732, Florida Statutes, is revived and reenacted to
21 read:

22 627.732 Definitions.--As used in ss. 627.730-627.7405,
23 the term:

24 (1) "Broker" means any person not possessing a license
25 under chapter 395, chapter 400, chapter 429, chapter 458,
26 chapter 459, chapter 460, chapter 461, or chapter 641 who
27 charges or receives compensation for any use of medical
28 equipment and is not the 100-percent owner or the 100-percent
29 lessee of such equipment. For purposes of this section, such
30 owner or lessee may be an individual, a corporation, a
31 partnership, or any other entity and any of its

1 100-percent-owned affiliates and subsidiaries. For purposes of
2 this subsection, the term "lessee" means a long-term lessee
3 under a capital or operating lease, but does not include a
4 part-time lessee. The term "broker" does not include a
5 hospital or physician management company whose medical
6 equipment is ancillary to the practices managed, a debt
7 collection agency, or an entity that has contracted with the
8 insurer to obtain a discounted rate for such services; nor
9 does the term include a management company that has contracted
10 to provide general management services for a licensed
11 physician or health care facility and whose compensation is
12 not materially affected by the usage or frequency of usage of
13 medical equipment or an entity that is 100-percent owned by
14 one or more hospitals or physicians. The term "broker" does
15 not include a person or entity that certifies, upon request of
16 an insurer, that:

17 (a) It is a clinic licensed under ss. 400.990-400.995;

18 (b) It is a 100-percent owner of medical equipment;

19 and

20 (c) The owner's only part-time lease of medical
21 equipment for personal injury protection patients is on a
22 temporary basis not to exceed 30 days in a 12-month period,
23 and such lease is solely for the purposes of necessary repair
24 or maintenance of the 100-percent-owned medical equipment or
25 pending the arrival and installation of the newly purchased or
26 a replacement for the 100-percent-owned medical equipment, or
27 for patients for whom, because of physical size or
28 claustrophobia, it is determined by the medical director or
29 clinical director to be medically necessary that the test be
30 performed in medical equipment that is open-style. The leased
31 medical equipment cannot be used by patients who are not

1 patients of the registered clinic for medical treatment of
2 services. Any person or entity making a false certification
3 under this subsection commits insurance fraud as defined in s.
4 817.234. However, the 30-day period provided in this paragraph
5 may be extended for an additional 60 days as applicable to
6 magnetic resonance imaging equipment if the owner certifies
7 that the extension otherwise complies with this paragraph.

8 (2) "Medically necessary" refers to a medical service
9 or supply that a prudent physician would provide for the
10 purpose of preventing, diagnosing, or treating an illness,
11 injury, disease, or symptom in a manner that is:

12 (a) In accordance with generally accepted standards of
13 medical practice;

14 (b) Clinically appropriate in terms of type,
15 frequency, extent, site, and duration; and

16 (c) Not primarily for the convenience of the patient,
17 physician, or other health care provider.

18 (3) "Motor vehicle" means any self-propelled vehicle
19 with four or more wheels which is of a type both designed and
20 required to be licensed for use on the highways of this state
21 and any trailer or semitrailer designed for use with such
22 vehicle and includes:

23 (a) A "private passenger motor vehicle," which is any
24 motor vehicle which is a sedan, station wagon, or jeep-type
25 vehicle and, if not used primarily for occupational,
26 professional, or business purposes, a motor vehicle of the
27 pickup, panel, van, camper, or motor home type.

28 (b) A "commercial motor vehicle," which is any motor
29 vehicle which is not a private passenger motor vehicle.
30
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1 The term "motor vehicle" does not include a mobile home or any
2 motor vehicle which is used in mass transit, other than public
3 school transportation, and designed to transport more than
4 five passengers exclusive of the operator of the motor vehicle
5 and which is owned by a municipality, a transit authority, or
6 a political subdivision of the state.

7 (4) "Named insured" means a person, usually the owner
8 of a vehicle, identified in a policy by name as the insured
9 under the policy.

10 (5) "Owner" means a person who holds the legal title
11 to a motor vehicle; or, in the event a motor vehicle is the
12 subject of a security agreement or lease with an option to
13 purchase with the debtor or lessee having the right to
14 possession, then the debtor or lessee shall be deemed the
15 owner for the purposes of ss. 627.730-627.7405.

16 (6) "Relative residing in the same household" means a
17 relative of any degree by blood or by marriage who usually
18 makes her or his home in the same family unit, whether or not
19 temporarily living elsewhere.

20 (7) "Certify" means to swear or attest to being true
21 or represented in writing.

22 (8) "Immediate personal supervision," as it relates to
23 the performance of medical services by nonphysicians not in a
24 hospital, means that an individual licensed to perform the
25 medical service or provide the medical supplies must be
26 present within the confines of the physical structure where
27 the medical services are performed or where the medical
28 supplies are provided such that the licensed individual can
29 respond immediately to any emergencies if needed.

30 (9) "Incident," with respect to services considered as
31 incident to a physician's professional service, for a

1 physician licensed under chapter 458, chapter 459, chapter
2 460, or chapter 461, if not furnished in a hospital, means
3 such services must be an integral, even if incidental, part of
4 a covered physician's service.

5 (10) "Knowingly" means that a person, with respect to
6 information, has actual knowledge of the information; acts in
7 deliberate ignorance of the truth or falsity of the
8 information; or acts in reckless disregard of the information,
9 and proof of specific intent to defraud is not required.

10 (11) "Lawful" or "lawfully" means in substantial
11 compliance with all relevant applicable criminal, civil, and
12 administrative requirements of state and federal law related
13 to the provision of medical services or treatment.

14 (12) "Hospital" means a facility that, at the time
15 services or treatment were rendered, was licensed under
16 chapter 395.

17 (13) "Properly completed" means providing truthful,
18 substantially complete, and substantially accurate responses
19 as to all material elements to each applicable request for
20 information or statement by a means that may lawfully be
21 provided and that complies with this section, or as agreed by
22 the parties.

23 (14) "Upcoding" means an action that submits a billing
24 code that would result in payment greater in amount than would
25 be paid using a billing code that accurately describes the
26 services performed. The term does not include an otherwise
27 lawful bill by a magnetic resonance imaging facility, which
28 globally combines both technical and professional components,
29 if the amount of the global bill is not more than the
30 components if billed separately; however, payment of such a
31

1 bill constitutes payment in full for all components of such
2 service.

3 (15) "Unbundling" means an action that submits a
4 billing code that is properly billed under one billing code,
5 but that has been separated into two or more billing codes,
6 and would result in payment greater in amount than would be
7 paid using one billing code.

8 Section 11. Notwithstanding the repeal of the Florida
9 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,
10 section 627.733, Florida Statutes, is revived, reenacted, and
11 amended to read:

12 627.733 Required security.--

13 (1) (a) Every owner or registrant of a motor vehicle,
14 other than a motor vehicle used as a school bus as defined in
15 s. 1006.25 or limousine, required to be registered and
16 licensed in this state shall maintain security as required by
17 subsection (3) in effect continuously throughout the
18 registration or licensing period.

19 (b) Every owner or registrant of a motor vehicle used
20 as a taxicab shall not be governed by paragraph (1) (a) but
21 shall maintain security as required under s. 324.032(1), and
22 s. 627.737 shall not apply to any motor vehicle used as a
23 taxicab.

24 (2) Every nonresident owner or registrant of a motor
25 vehicle which, whether operated or not, has been physically
26 present within this state for more than 90 days during the
27 preceding 365 days shall thereafter maintain security as
28 defined by subsection (3) in effect continuously throughout
29 the period such motor vehicle remains within this state.

30 (3) Such security shall be provided:
31

1 (a) By an insurance policy delivered or issued for
2 delivery in this state by an authorized or eligible motor
3 vehicle liability insurer which provides the benefits and
4 exemptions contained in ss. 627.730-627.7405. Any policy of
5 insurance represented or sold as providing the security
6 required hereunder shall be deemed to provide insurance for
7 the payment of the required benefits; or

8 (b) By any other method authorized by s. 324.031(2),
9 (3), or (4) and approved by the Department of Highway Safety
10 and Motor Vehicles as affording security equivalent to that
11 afforded by a policy of insurance or by self-insuring as
12 authorized by s. 768.28(16). The person filing such security
13 shall have all of the obligations and rights of an insurer
14 under ss. 627.730-627.7405.

15 (4) An owner of a motor vehicle with respect to which
16 security is required by this section who fails to have such
17 security in effect at the time of an accident shall have no
18 immunity from tort liability, but shall be personally liable
19 for the payment of benefits under s. 627.736. With respect to
20 such benefits, such an owner shall have all of the rights and
21 obligations of an insurer under ss. 627.730-627.7405.

22 (5) In addition to other persons who are not required
23 to provide required security as required under this section
24 and s. 324.022, the owner or registrant of a motor vehicle is
25 exempt from such requirements if she or he is a member of the
26 United States Armed Forces and is called to or on active duty
27 outside the United States in an emergency situation. The
28 exemption provided by this subsection applies only as long as
29 the member of the armed forces is on such active duty outside
30 the United States and applies only while the vehicle covered
31 by the security required by this section and s. 324.022 is not

operated by any person. Upon receipt of a written request by the insured to whom the exemption provided in this subsection applies, the insurer shall cancel the coverages and return any unearned premium or suspend the security required by this section and s. 324.022. Notwithstanding s. 324.0221(2) ~~subsection-(6)~~, the Department of Highway Safety and Motor Vehicles may not suspend the registration or operator's license of any owner or registrant of a motor vehicle during the time she or he qualifies for an exemption under this subsection. Any owner or registrant of a motor vehicle who qualifies for an exemption under this subsection shall immediately notify the department prior to and at the end of the expiration of the exemption.

~~{6}--The-Department-of-Highway-Safety-and-Motor Vehicles-shall-suspend,-after-due-notice-and-an-opportunity-to be-heard,-the-registration-and-driver's-license-of-any-owner or-registrant-of-a-motor-vehicle-with-respect-to-which security-is-required-under-this-section-and-s.-324.022-~~

~~{a}--Upon-its-records-showing-that-the-owner-or registrant-of-such-motor-vehicle-did-not-have-in-full-force and-effect-when-required-security-complying-with-the-terms-of this-section,-or~~

~~{b}--Upon-notification-by-the-insurer-to-the-Department of-Highway-Safety-and-Motor-Vehicles,-in-a-form-approved-by the-department,-of-cancellation-or-termination-of-the-required security-~~

~~{7}--Any-operator-or-owner-whose-driver's-license-or registration-has-been-suspended-pursuant-to-this-section-or-s. 316-646-may-effect-its-reinstatement-upon-compliance-with-the requirements-of-this-section-and-upon-payment-to-the Department-of-Highway-Safety-and-Motor-Vehicles-of-a~~

1 nonrefundable-reinstatement-fee-of-\$150-for-the-first
 2 reinstatement:--Such-reinstatement-fee-shall-be-\$250-for-the
 3 second-reinstatement-and-\$500-for-each-subsequent
 4 reinstatement-during-the-3-years-following-the-first
 5 reinstatement:--Any-person-reinstating-her-or-his-insurance
 6 under-this-subsection-must-also-secure-noncancelable-coverage
 7 as-described-in-ss.-324.021(8);-324.023;-and-627.7275(2)-and
 8 present-to-the-appropriate-person-proof-that-the-coverage-is
 9 in-force-on-a-form-promulgated-by-the-Department-of-Highway
 10 Safety-and-Motor-Vehicles;-such-proof-to-be-maintained-for-2
 11 years:--If-the-person-does-not-have-a-second-reinstatement
 12 within-3-years-after-her-or-his-initial-reinstatement;-the
 13 reinstatement-fee-shall-be-\$150-for-the-first-reinstatement
 14 after-that-3-year-period:--In-the-event-that-a-person's-license
 15 and-registration-are-suspended-pursuant-to-this-section-or-s-
 16 316.646;-only-one-reinstatement-fee-shall-be-paid-to-reinstate
 17 the-license-and-the-registration:--All-fees-shall-be-collected
 18 by-the-Department-of-Highway-Safety-and-Motor-Vehicles-at-the
 19 time-of-reinstatement:--The-Department-of-Highway-Safety-and
 20 Motor-Vehicles-shall-issue-proper-receipts-for-such-fees-and
 21 shall-promptly-deposit-those-fees-in-the-Highway-Safety
 22 Operating-Trust-Fund:--One-third-of-the-fee-collected-under
 23 this-subsection-shall-be-distributed-from-the-Highway-Safety
 24 Operating-Trust-Fund-to-the-local-government-entity-or-state
 25 agency-which-employed-the-law-enforcement-officer-who-seizes-a
 26 license-plate-pursuant-to-s.-324.201:--Such-funds-may-be-used
 27 by-the-local-government-entity-or-state-agency-for-any
 28 authorized-purpose-

29 Section 12. Notwithstanding the repeal of the Florida
 30 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,

1 section 627.734, Florida Statutes, is revived and reenacted to
2 read:

3 627.734 Proof of security; security requirements;
4 penalties.--

5 (1) The provisions of chapter 324 which pertain to the
6 method of giving and maintaining proof of financial
7 responsibility and which govern and define a motor vehicle
8 liability policy shall apply to filing and maintaining proof
9 of security required by ss. 627.730-627.7405.

10 (2) Any person who:

11 (a) Gives information required in a report or
12 otherwise as provided for in ss. 627.730-627.7405, knowing or
13 having reason to believe that such information is false;

14 (b) Forges or, without authority, signs any evidence
15 of proof of security; or

16 (c) Files, or offers for filing, any such evidence of
17 proof, knowing or having reason to believe that it is forged
18 or signed without authority,

19
20 is guilty of a misdemeanor of the first degree, punishable as
21 provided in s. 775.082 or s. 775.083.

22 Section 13. Notwithstanding the repeal of the Florida
23 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,
24 section 627.736, Florida Statutes, is revived, reenacted, and
25 amended to read:

26 627.736 Required personal injury protection benefits;
27 exclusions; priority; claims.--

28 (1) REQUIRED BENEFITS.--Every insurance policy
29 complying with the security requirements of s. 627.733 shall
30 provide personal injury protection to the named insured,
31 relatives residing in the same household, persons operating

1 the insured motor vehicle, passengers in such motor vehicle,
2 and other persons struck by such motor vehicle and suffering
3 bodily injury while not an occupant of a self-propelled
4 vehicle, subject to the provisions of subsection (2) and
5 paragraph (4) (d), to a limit of \$10,000 for loss sustained by
6 any such person as a result of bodily injury, sickness,
7 disease, or death arising out of the ownership, maintenance,
8 or use of a motor vehicle as follows:

9 (a) Medical benefits.--Eighty percent of all
10 reasonable expenses for medically necessary medical, surgical,
11 X-ray, dental, and rehabilitative services, including
12 prosthetic devices, and medically necessary ambulance,
13 hospital, and nursing services. Such benefits shall also
14 include necessary remedial treatment and services recognized
15 and permitted under the laws of the state for an injured
16 person who relies upon spiritual means through prayer alone
17 for healing, in accordance with his or her religious beliefs;
18 however, this sentence does not affect the determination of
19 what other services or procedures are medically necessary.

20 (b) Disability benefits.--Sixty percent of any loss of
21 gross income and loss of earning capacity per individual from
22 inability to work proximately caused by the injury sustained
23 by the injured person, plus all expenses reasonably incurred
24 in obtaining from others ordinary and necessary services in
25 lieu of those that, but for the injury, the injured person
26 would have performed without income for the benefit of his or
27 her household. All disability benefits payable under this
28 provision shall be paid not less than every 2 weeks.

29 (c) Death benefits.--Death benefits of \$5,000 per
30 individual. The insurer may pay such benefits to the executor
31 or administrator of the deceased, to any of the deceased's

1 relatives by blood or legal adoption or connection by
2 marriage, or to any person appearing to the insurer to be
3 equitably entitled thereto.
4

5 Only insurers writing motor vehicle liability insurance in
6 this state may provide the required benefits of this section,
7 and no such insurer shall require the purchase of any other
8 motor vehicle coverage other than the purchase of property
9 damage liability coverage as required by s. 627.7275 as a
10 condition for providing such required benefits. Insurers may
11 not require that property damage liability insurance in an
12 amount greater than \$10,000 be purchased in conjunction with
13 personal injury protection. Such insurers shall make benefits
14 and required property damage liability insurance coverage
15 available through normal marketing channels. Any insurer
16 writing motor vehicle liability insurance in this state who
17 fails to comply with such availability requirement as a
18 general business practice shall be deemed to have violated
19 part IX of chapter 626, and such violation shall constitute an
20 unfair method of competition or an unfair or deceptive act or
21 practice involving the business of insurance; and any such
22 insurer committing such violation shall be subject to the
23 penalties afforded in such part, as well as those which may be
24 afforded elsewhere in the insurance code.

25 (2) AUTHORIZED EXCLUSIONS.--Any insurer may exclude
26 benefits:

27 (a) For injury sustained by the named insured and
28 relatives residing in the same household while occupying
29 another motor vehicle owned by the named insured and not
30 insured under the policy or for injury sustained by any person
31

1 operating the insured motor vehicle without the express or
2 implied consent of the insured.

3 (b) To any injured person, if such person's conduct
4 contributed to his or her injury under any of the following
5 circumstances:

6 1. Causing injury to himself or herself intentionally;
7 or

8 2. Being injured while committing a felony.
9

10 Whenever an insured is charged with conduct as set forth in
11 subparagraph 2., the 30-day payment provision of paragraph
12 (4) (b) shall be held in abeyance, and the insurer shall
13 withhold payment of any personal injury protection benefits
14 pending the outcome of the case at the trial level. If the
15 charge is nolle prossed or dismissed or the insured is
16 acquitted, the 30-day payment provision shall run from the
17 date the insurer is notified of such action.

18 (3) INSURED'S RIGHTS TO RECOVERY OF SPECIAL DAMAGES IN
19 TORT CLAIMS.--No insurer shall have a lien on any recovery in
20 tort by judgment, settlement, or otherwise for personal injury
21 protection benefits, whether suit has been filed or settlement
22 has been reached without suit. An injured party who is
23 entitled to bring suit under the provisions of ss.

24 627.730-627.7405, or his or her legal representative, shall
25 have no right to recover any damages for which personal injury
26 protection benefits are paid or payable. The plaintiff may
27 prove all of his or her special damages notwithstanding this
28 limitation, but if special damages are introduced in evidence,
29 the trier of facts, whether judge or jury, shall not award
30 damages for personal injury protection benefits paid or
31 payable. In all cases in which a jury is required to fix

1 damages, the court shall instruct the jury that the plaintiff
2 shall not recover such special damages for personal injury
3 protection benefits paid or payable.

4 (4) BENEFITS; WHEN DUE.--Benefits due from an insurer
5 under ss. 627.730-627.7405 shall be primary, except that
6 benefits received under any workers' compensation law shall be
7 credited against the benefits provided by subsection (1) and
8 shall be due and payable as loss accrues, upon receipt of
9 reasonable proof of such loss and the amount of expenses and
10 loss incurred which are covered by the policy issued under ss.
11 627.730-627.7405. When the Agency for Health Care
12 Administration provides, pays, or becomes liable for medical
13 assistance under the Medicaid program related to injury,
14 sickness, disease, or death arising out of the ownership,
15 maintenance, or use of a motor vehicle, benefits under ss.
16 627.730-627.7405 shall be subject to the provisions of the
17 Medicaid program.

18 (a) An insurer may require written notice to be given
19 as soon as practicable after an accident involving a motor
20 vehicle with respect to which the policy affords the security
21 required by ss. 627.730-627.7405.

22 (b) Personal injury protection insurance benefits paid
23 pursuant to this section shall be overdue if not paid within
24 30 days after the insurer is furnished written notice of the
25 fact of a covered loss and of the amount of same. If such
26 written notice is not furnished to the insurer as to the
27 entire claim, any partial amount supported by written notice
28 is overdue if not paid within 30 days after such written
29 notice is furnished to the insurer. Any part or all of the
30 remainder of the claim that is subsequently supported by
31 written notice is overdue if not paid within 30 days after

1 such written notice is furnished to the insurer. When an
2 insurer pays only a portion of a claim or rejects a claim, the
3 insurer shall provide at the time of the partial payment or
4 rejection an itemized specification of each item that the
5 insurer had reduced, omitted, or declined to pay and any
6 information that the insurer desires the claimant to consider
7 related to the medical necessity of the denied treatment or to
8 explain the reasonableness of the reduced charge, provided
9 that this shall not limit the introduction of evidence at
10 trial; and the insurer shall include the name and address of
11 the person to whom the claimant should respond and a claim
12 number to be referenced in future correspondence. However,
13 notwithstanding the fact that written notice has been
14 furnished to the insurer, any payment shall not be deemed
15 overdue when the insurer has reasonable proof to establish
16 that the insurer is not responsible for the payment. For the
17 purpose of calculating the extent to which any benefits are
18 overdue, payment shall be treated as being made on the date a
19 draft or other valid instrument which is equivalent to payment
20 was placed in the United States mail in a properly addressed,
21 postpaid envelope or, if not so posted, on the date of
22 delivery. This paragraph does not preclude or limit the
23 ability of the insurer to assert that the claim was unrelated,
24 was not medically necessary, or was unreasonable or that the
25 amount of the charge was in excess of that permitted under, or
26 in violation of, subsection (5). Such assertion by the insurer
27 may be made at any time, including after payment of the claim
28 or after the 30-day time period for payment set forth in this
29 paragraph.

30 (c) All overdue payments shall bear simple interest at
31 the rate established under s. 55.03 or the rate established in

1 the insurance contract, whichever is greater, for the year in
2 which the payment became overdue, calculated from the date the
3 insurer was furnished with written notice of the amount of
4 covered loss. Interest shall be due at the time payment of the
5 overdue claim is made.

6 (d) The insurer of the owner of a motor vehicle shall
7 pay personal injury protection benefits for:

8 1. Accidental bodily injury sustained in this state by
9 the owner while occupying a motor vehicle, or while not an
10 occupant of a self-propelled vehicle if the injury is caused
11 by physical contact with a motor vehicle.

12 2. Accidental bodily injury sustained outside this
13 state, but within the United States of America or its
14 territories or possessions or Canada, by the owner while
15 occupying the owner's motor vehicle.

16 3. Accidental bodily injury sustained by a relative of
17 the owner residing in the same household, under the
18 circumstances described in subparagraph 1. or subparagraph 2.,
19 provided the relative at the time of the accident is domiciled
20 in the owner's household and is not himself or herself the
21 owner of a motor vehicle with respect to which security is
22 required under ss. 627.730-627.7405.

23 4. Accidental bodily injury sustained in this state by
24 any other person while occupying the owner's motor vehicle or,
25 if a resident of this state, while not an occupant of a
26 self-propelled vehicle, if the injury is caused by physical
27 contact with such motor vehicle, provided the injured person
28 is not himself or herself:

29 a. The owner of a motor vehicle with respect to which
30 security is required under ss. 627.730-627.7405; or
31

1 b. Entitled to personal injury benefits from the
2 insurer of the owner or owners of such a motor vehicle.

3 (e) If two or more insurers are liable to pay personal
4 injury protection benefits for the same injury to any one
5 person, the maximum payable shall be as specified in
6 subsection (1), and any insurer paying the benefits shall be
7 entitled to recover from each of the other insurers an
8 equitable pro rata share of the benefits paid and expenses
9 incurred in processing the claim.

10 (f) It is a violation of the insurance code for an
11 insurer to fail to timely provide benefits as required by this
12 section with such frequency as to constitute a general
13 business practice.

14 (g) Benefits shall not be due or payable to or on the
15 behalf of an insured person if that person has committed, by a
16 material act or omission, any insurance fraud relating to
17 personal injury protection coverage under his or her policy,
18 if the fraud is admitted to in a sworn statement by the
19 insured or if it is established in a court of competent
20 jurisdiction. Any insurance fraud shall void all coverage
21 arising from the claim related to such fraud under the
22 personal injury protection coverage of the insured person who
23 committed the fraud, irrespective of whether a portion of the
24 insured person's claim may be legitimate, and any benefits
25 paid prior to the discovery of the insured person's insurance
26 fraud shall be recoverable by the insurer from the person who
27 committed insurance fraud in their entirety. The prevailing
28 party is entitled to its costs and attorney's fees in any
29 action in which it prevails in an insurer's action to enforce
30 its right of recovery under this paragraph.

31 (5) CHARGES FOR TREATMENT OF INJURED PERSONS.--

1 (a) Any physician, hospital, clinic, or other person
2 or institution lawfully rendering treatment to an injured
3 person for a bodily injury covered by personal injury
4 protection insurance may charge the insurer and injured party
5 only a reasonable amount pursuant to this section for the
6 services and supplies rendered, and the insurer providing such
7 coverage may pay for such charges directly to such person or
8 institution lawfully rendering such treatment, if the insured
9 receiving such treatment or his or her guardian has
10 countersigned the properly completed invoice, bill, or claim
11 form approved by the office upon which such charges are to be
12 paid for as having actually been rendered, to the best
13 knowledge of the insured or his or her guardian. In no event,
14 however, may such a charge be in excess of the amount the
15 person or institution customarily charges for like services or
16 supplies. With respect to a determination of whether a charge
17 for a particular service, treatment, or otherwise is
18 reasonable, consideration may be given to evidence of usual
19 and customary charges and payments accepted by the provider
20 involved in the dispute, and reimbursement levels in the
21 community and various federal and state medical fee schedules
22 applicable to automobile and other insurance coverages, and
23 other information relevant to the reasonableness of the
24 reimbursement for the service, treatment, or supply.

25 (b)1. An insurer or insured is not required to pay a
26 claim or charges:

27 a. Made by a broker or by a person making a claim on
28 behalf of a broker;

29 b. For any service or treatment that was not lawful at
30 the time rendered;

1 c. To any person who knowingly submits a false or
2 misleading statement relating to the claim or charges;

3 d. With respect to a bill or statement that does not
4 substantially meet the applicable requirements of paragraph
5 (d);

6 e. For any treatment or service that is upcoded, or
7 that is unbundled when such treatment or services should be
8 bundled, in accordance with paragraph (d). To facilitate
9 prompt payment of lawful services, an insurer may change codes
10 that it determines to have been improperly or incorrectly
11 upcoded or unbundled, and may make payment based on the
12 changed codes, without affecting the right of the provider to
13 dispute the change by the insurer, provided that before doing
14 so, the insurer must contact the health care provider and
15 discuss the reasons for the insurer's change and the health
16 care provider's reason for the coding, or make a reasonable
17 good faith effort to do so, as documented in the insurer's
18 file; and

19 f. For medical services or treatment billed by a
20 physician and not provided in a hospital unless such services
21 are rendered by the physician or are incident to his or her
22 professional services and are included on the physician's
23 bill, including documentation verifying that the physician is
24 responsible for the medical services that were rendered and
25 billed.

26 2. Charges for medically necessary cephalic
27 thermograms, peripheral thermograms, spinal ultrasounds,
28 extremity ultrasounds, video fluoroscopy, and surface
29 electromyography shall not exceed the maximum reimbursement
30 allowance for such procedures as set forth in the applicable
31

1 fee schedule or other payment methodology established pursuant
2 to s. 440.13.

3 3. Allowable amounts that may be charged to a personal
4 injury protection insurance insurer and insured for medically
5 necessary nerve conduction testing when done in conjunction
6 with a needle electromyography procedure and both are
7 performed and billed solely by a physician licensed under
8 chapter 458, chapter 459, chapter 460, or chapter 461 who is
9 also certified by the American Board of Electrodiagnostic
10 Medicine or by a board recognized by the American Board of
11 Medical Specialties or the American Osteopathic Association or
12 who holds diplomate status with the American Chiropractic
13 Neurology Board or its predecessors shall not exceed 200
14 percent of the allowable amount under the participating
15 physician fee schedule of Medicare Part B for year 2001, for
16 the area in which the treatment was rendered, adjusted
17 annually on August 1 to reflect the prior calendar year's
18 changes in the annual Medical Care Item of the Consumer Price
19 Index for All Urban Consumers in the South Region as
20 determined by the Bureau of Labor Statistics of the United
21 States Department of Labor.

22 4. Allowable amounts that may be charged to a personal
23 injury protection insurance insurer and insured for medically
24 necessary nerve conduction testing that does not meet the
25 requirements of subparagraph 3. shall not exceed the
26 applicable fee schedule or other payment methodology
27 established pursuant to s. 440.13.

28 5. Allowable amounts that may be charged to a personal
29 injury protection insurance insurer and insured for magnetic
30 resonance imaging services shall not exceed 175 percent of the
31 allowable amount under the participating physician fee

1 schedule of Medicare Part B for year 2001, for the area in
2 which the treatment was rendered, adjusted annually on August
3 1 to reflect the prior calendar year's changes in the annual
4 Medical Care Item of the Consumer Price Index for All Urban
5 Consumers in the South Region as determined by the Bureau of
6 Labor Statistics of the United States Department of Labor for
7 the 12-month period ending June 30 of that year, except that
8 allowable amounts that may be charged to a personal injury
9 protection insurance insurer and insured for magnetic
10 resonance imaging services provided in facilities accredited
11 by the Accreditation Association for Ambulatory Health Care,
12 the American College of Radiology, or the Joint Commission on
13 Accreditation of Healthcare Organizations shall not exceed 200
14 percent of the allowable amount under the participating
15 physician fee schedule of Medicare Part B for year 2001, for
16 the area in which the treatment was rendered, adjusted
17 annually on August 1 to reflect the prior calendar year's
18 changes in the annual Medical Care Item of the Consumer Price
19 Index for All Urban Consumers in the South Region as
20 determined by the Bureau of Labor Statistics of the United
21 States Department of Labor for the 12-month period ending June
22 30 of that year. This paragraph does not apply to charges for
23 magnetic resonance imaging services and nerve conduction
24 testing for inpatients and emergency services and care as
25 defined in chapter 395 rendered by facilities licensed under
26 chapter 395.

27 6. The Department of Health, in consultation with the
28 appropriate professional licensing boards, shall adopt, by
29 rule, a list of diagnostic tests deemed not to be medically
30 necessary for use in the treatment of persons sustaining
31 bodily injury covered by personal injury protection benefits

1 under this section. The initial list shall be adopted by
2 January 1, 2004, and shall be revised from time to time as
3 determined by the Department of Health, in consultation with
4 the respective professional licensing boards. Inclusion of a
5 test on the list of invalid diagnostic tests shall be based on
6 lack of demonstrated medical value and a level of general
7 acceptance by the relevant provider community and shall not be
8 dependent for results entirely upon subjective patient
9 response. Notwithstanding its inclusion on a fee schedule in
10 this subsection, an insurer or insured is not required to pay
11 any charges or reimburse claims for any invalid diagnostic
12 test as determined by the Department of Health.

13 (c)1. With respect to any treatment or service, other
14 than medical services billed by a hospital or other provider
15 for emergency services as defined in s. 395.002 or inpatient
16 services rendered at a hospital-owned facility, the statement
17 of charges must be furnished to the insurer by the provider
18 and may not include, and the insurer is not required to pay,
19 charges for treatment or services rendered more than 35 days
20 before the postmark date of the statement, except for past due
21 amounts previously billed on a timely basis under this
22 paragraph, and except that, if the provider submits to the
23 insurer a notice of initiation of treatment within 21 days
24 after its first examination or treatment of the claimant, the
25 statement may include charges for treatment or services
26 rendered up to, but not more than, 75 days before the postmark
27 date of the statement. The injured party is not liable for,
28 and the provider shall not bill the injured party for, charges
29 that are unpaid because of the provider's failure to comply
30 with this paragraph. Any agreement requiring the injured
31 person or insured to pay for such charges is unenforceable.

1 2. If, however, the insured fails to furnish the
2 provider with the correct name and address of the insured's
3 personal injury protection insurer, the provider has 35 days
4 from the date the provider obtains the correct information to
5 furnish the insurer with a statement of the charges. The
6 insurer is not required to pay for such charges unless the
7 provider includes with the statement documentary evidence that
8 was provided by the insured during the 35-day period
9 demonstrating that the provider reasonably relied on erroneous
10 information from the insured and either:

- 11 a. A denial letter from the incorrect insurer; or
12 b. Proof of mailing, which may include an affidavit
13 under penalty of perjury, reflecting timely mailing to the
14 incorrect address or insurer.

15 3. For emergency services and care as defined in s.
16 395.002 rendered in a hospital emergency department or for
17 transport and treatment rendered by an ambulance provider
18 licensed pursuant to part III of chapter 401, the provider is
19 not required to furnish the statement of charges within the
20 time periods established by this paragraph; and the insurer
21 shall not be considered to have been furnished with notice of
22 the amount of covered loss for purposes of paragraph (4) (b)
23 until it receives a statement complying with paragraph (d), or
24 copy thereof, which specifically identifies the place of
25 service to be a hospital emergency department or an ambulance
26 in accordance with billing standards recognized by the Health
27 Care Finance Administration.

28 4. Each notice of insured's rights under s. 627.7401
29 must include the following statement in type no smaller than
30 12 points:
31

1 BILLING REQUIREMENTS.--Florida Statutes provide
2 that with respect to any treatment or services,
3 other than certain hospital and emergency
4 services, the statement of charges furnished to
5 the insurer by the provider may not include,
6 and the insurer and the injured party are not
7 required to pay, charges for treatment or
8 services rendered more than 35 days before the
9 postmark date of the statement, except for past
10 due amounts previously billed on a timely
11 basis, and except that, if the provider submits
12 to the insurer a notice of initiation of
13 treatment within 21 days after its first
14 examination or treatment of the claimant, the
15 statement may include charges for treatment or
16 services rendered up to, but not more than, 75
17 days before the postmark date of the statement.

18
19 (d) All statements and bills for medical services
20 rendered by any physician, hospital, clinic, or other person
21 or institution shall be submitted to the insurer on a properly
22 completed Centers for Medicare and Medicaid Services (CMS)
23 1500 form, UB 92 forms, or any other standard form approved by
24 the office or adopted by the commission for purposes of this
25 paragraph. All billings for such services rendered by
26 providers shall, to the extent applicable, follow the
27 Physicians' Current Procedural Terminology (CPT) or Healthcare
28 Correct Procedural Coding System (HCPCS), or ICD-9 in effect
29 for the year in which services are rendered and comply with
30 the Centers for Medicare and Medicaid Services (CMS) 1500 form
31 instructions and the American Medical Association Current

1 Procedural Terminology (CPT) Editorial Panel and Healthcare
2 Correct Procedural Coding System (HCPCS). All providers other
3 than hospitals shall include on the applicable claim form the
4 professional license number of the provider in the line or
5 space provided for "Signature of Physician or Supplier,
6 Including Degrees or Credentials." In determining compliance
7 with applicable CPT and HCPCS coding, guidance shall be
8 provided by the Physicians' Current Procedural Terminology
9 (CPT) or the Healthcare Correct Procedural Coding System
10 (HCPCS) in effect for the year in which services were
11 rendered, the Office of the Inspector General (OIG),
12 Physicians Compliance Guidelines, and other authoritative
13 treatises designated by rule by the Agency for Health Care
14 Administration. No statement of medical services may include
15 charges for medical services of a person or entity that
16 performed such services without possessing the valid licenses
17 required to perform such services. For purposes of paragraph
18 (4) (b), an insurer shall not be considered to have been
19 furnished with notice of the amount of covered loss or medical
20 bills due unless the statements or bills comply with this
21 paragraph, and unless the statements or bills are properly
22 completed in their entirety as to all material provisions,
23 with all relevant information being provided therein.

24 (e)1. At the initial treatment or service provided,
25 each physician, other licensed professional, clinic, or other
26 medical institution providing medical services upon which a
27 claim for personal injury protection benefits is based shall
28 require an insured person, or his or her guardian, to execute
29 a disclosure and acknowledgment form, which reflects at a
30 minimum that:

1 a. The insured, or his or her guardian, must
2 countersign the form attesting to the fact that the services
3 set forth therein were actually rendered;

4 b. The insured, or his or her guardian, has both the
5 right and affirmative duty to confirm that the services were
6 actually rendered;

7 c. The insured, or his or her guardian, was not
8 solicited by any person to seek any services from the medical
9 provider;

10 d. That the physician, other licensed professional,
11 clinic, or other medical institution rendering services for
12 which payment is being claimed explained the services to the
13 insured or his or her guardian; and

14 e. If the insured notifies the insurer in writing of a
15 billing error, the insured may be entitled to a certain
16 percentage of a reduction in the amounts paid by the insured's
17 motor vehicle insurer.

18 2. The physician, other licensed professional, clinic,
19 or other medical institution rendering services for which
20 payment is being claimed has the affirmative duty to explain
21 the services rendered to the insured, or his or her guardian,
22 so that the insured, or his or her guardian, countersigns the
23 form with informed consent.

24 3. Countersignature by the insured, or his or her
25 guardian, is not required for the reading of diagnostic tests
26 or other services that are of such a nature that they are not
27 required to be performed in the presence of the insured.

28 4. The licensed medical professional rendering
29 treatment for which payment is being claimed must sign, by his
30 or her own hand, the form complying with this paragraph.
31

1 5. The original completed disclosure and
2 acknowledgment form shall be furnished to the insurer pursuant
3 to paragraph (4) (b) and may not be electronically furnished.

4 6. This disclosure and acknowledgment form is not
5 required for services billed by a provider for emergency
6 services as defined in s. 395.002, for emergency services and
7 care as defined in s. 395.002 rendered in a hospital emergency
8 department, or for transport and treatment rendered by an
9 ambulance provider licensed pursuant to part III of chapter
10 401.

11 7. The Financial Services Commission shall adopt, by
12 rule, a standard disclosure and acknowledgment form that shall
13 be used to fulfill the requirements of this paragraph,
14 effective 90 days after such form is adopted and becomes
15 final. The commission shall adopt a proposed rule by October
16 1, 2003. Until the rule is final, the provider may use a form
17 of its own which otherwise complies with the requirements of
18 this paragraph.

19 8. As used in this paragraph, "countersigned" means a
20 second or verifying signature, as on a previously signed
21 document, and is not satisfied by the statement "signature on
22 file" or any similar statement.

23 9. The requirements of this paragraph apply only with
24 respect to the initial treatment or service of the insured by
25 a provider. For subsequent treatments or service, the provider
26 must maintain a patient log signed by the patient, in
27 chronological order by date of service, that is consistent
28 with the services being rendered to the patient as claimed.
29 The requirements of this subparagraph for maintaining a
30 patient log signed by the patient may be met by a hospital
31 that maintains medical records as required by s. 395.3025 and

1 applicable rules and makes such records available to the
2 insurer upon request.

3 (f) Upon written notification by any person, an
4 insurer shall investigate any claim of improper billing by a
5 physician or other medical provider. The insurer shall
6 determine if the insured was properly billed for only those
7 services and treatments that the insured actually received. If
8 the insurer determines that the insured has been improperly
9 billed, the insurer shall notify the insured, the person
10 making the written notification and the provider of its
11 findings and shall reduce the amount of payment to the
12 provider by the amount determined to be improperly billed. If
13 a reduction is made due to such written notification by any
14 person, the insurer shall pay to the person 20 percent of the
15 amount of the reduction, up to \$500. If the provider is
16 arrested due to the improper billing, then the insurer shall
17 pay to the person 40 percent of the amount of the reduction,
18 up to \$500.

19 (g) An insurer may not systematically downcode with
20 the intent to deny reimbursement otherwise due. Such action
21 constitutes a material misrepresentation under s.
22 626.9541(1)(i)2.

23 (6) DISCOVERY OF FACTS ABOUT AN INJURED PERSON;
24 DISPUTES.--

25 (a) Every employer shall, if a request is made by an
26 insurer providing personal injury protection benefits under
27 ss. 627.730-627.7405 against whom a claim has been made,
28 furnish forthwith, in a form approved by the office, a sworn
29 statement of the earnings, since the time of the bodily injury
30 and for a reasonable period before the injury, of the person
31 upon whose injury the claim is based.

(b) Every physician, hospital, clinic, or other medical institution providing, before or after bodily injury upon which a claim for personal injury protection insurance benefits is based, any products, services, or accommodations in relation to that or any other injury, or in relation to a condition claimed to be connected with that or any other injury, shall, if requested to do so by the insurer against whom the claim has been made, furnish forthwith a written report of the history, condition, treatment, dates, and costs of such treatment of the injured person and why the items identified by the insurer were reasonable in amount and medically necessary, together with a sworn statement that the treatment or services rendered were reasonable and necessary with respect to the bodily injury sustained and identifying which portion of the expenses for such treatment or services was incurred as a result of such bodily injury, and produce forthwith, and permit the inspection and copying of, his or her or its records regarding such history, condition, treatment, dates, and costs of treatment; provided that this shall not limit the introduction of evidence at trial. Such sworn statement shall read as follows: "Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief." No cause of action for violation of the physician-patient privilege or invasion of the right of privacy shall be permitted against any physician, hospital, clinic, or other medical institution complying with the provisions of this section. The person requesting such records and such sworn statement shall pay all reasonable costs connected therewith. If an insurer makes a written request for documentation or information under this paragraph within 30

1 days after having received notice of the amount of a covered
2 loss under paragraph (4) (a), the amount or the partial amount
3 which is the subject of the insurer's inquiry shall become
4 overdue if the insurer does not pay in accordance with
5 paragraph (4) (b) or within 10 days after the insurer's receipt
6 of the requested documentation or information, whichever
7 occurs later. For purposes of this paragraph, the term
8 "receipt" includes, but is not limited to, inspection and
9 copying pursuant to this paragraph. Any insurer that requests
10 documentation or information pertaining to reasonableness of
11 charges or medical necessity under this paragraph without a
12 reasonable basis for such requests as a general business
13 practice is engaging in an unfair trade practice under the
14 insurance code.

15 (c) In the event of any dispute regarding an insurer's
16 right to discovery of facts under this section, the insurer
17 may petition a court of competent jurisdiction to enter an
18 order permitting such discovery. The order may be made only
19 on motion for good cause shown and upon notice to all persons
20 having an interest, and it shall specify the time, place,
21 manner, conditions, and scope of the discovery. Such court
22 may, in order to protect against annoyance, embarrassment, or
23 oppression, as justice requires, enter an order refusing
24 discovery or specifying conditions of discovery and may order
25 payments of costs and expenses of the proceeding, including
26 reasonable fees for the appearance of attorneys at the
27 proceedings, as justice requires.

28 (d) The injured person shall be furnished, upon
29 request, a copy of all information obtained by the insurer
30 under the provisions of this section, and shall pay a
31 reasonable charge, if required by the insurer.

1 (e) Notice to an insurer of the existence of a claim
2 shall not be unreasonably withheld by an insured.

3 (7) MENTAL AND PHYSICAL EXAMINATION OF INJURED PERSON;
4 REPORTS.--

5 (a) Whenever the mental or physical condition of an
6 injured person covered by personal injury protection is
7 material to any claim that has been or may be made for past or
8 future personal injury protection insurance benefits, such
9 person shall, upon the request of an insurer, submit to mental
10 or physical examination by a physician or physicians. The
11 costs of any examinations requested by an insurer shall be
12 borne entirely by the insurer. Such examination shall be
13 conducted within the municipality where the insured is
14 receiving treatment, or in a location reasonably accessible to
15 the insured, which, for purposes of this paragraph, means any
16 location within the municipality in which the insured resides,
17 or any location within 10 miles by road of the insured's
18 residence, provided such location is within the county in
19 which the insured resides. If the examination is to be
20 conducted in a location reasonably accessible to the insured,
21 and if there is no qualified physician to conduct the
22 examination in a location reasonably accessible to the
23 insured, then such examination shall be conducted in an area
24 of the closest proximity to the insured's residence. Personal
25 protection insurers are authorized to include reasonable
26 provisions in personal injury protection insurance policies
27 for mental and physical examination of those claiming personal
28 injury protection insurance benefits. An insurer may not
29 withdraw payment of a treating physician without the consent
30 of the injured person covered by the personal injury
31 protection, unless the insurer first obtains a valid report by

1 a Florida physician licensed under the same chapter as the
2 treating physician whose treatment authorization is sought to
3 be withdrawn, stating that treatment was not reasonable,
4 related, or necessary. A valid report is one that is prepared
5 and signed by the physician examining the injured person or
6 reviewing the treatment records of the injured person and is
7 factually supported by the examination and treatment records
8 if reviewed and that has not been modified by anyone other
9 than the physician. The physician preparing the report must be
10 in active practice, unless the physician is physically
11 disabled. Active practice means that during the 3 years
12 immediately preceding the date of the physical examination or
13 review of the treatment records the physician must have
14 devoted professional time to the active clinical practice of
15 evaluation, diagnosis, or treatment of medical conditions or
16 to the instruction of students in an accredited health
17 professional school or accredited residency program or a
18 clinical research program that is affiliated with an
19 accredited health professional school or teaching hospital or
20 accredited residency program. The physician preparing a report
21 at the request of an insurer and physicians rendering expert
22 opinions on behalf of persons claiming medical benefits for
23 personal injury protection, or on behalf of an insured through
24 an attorney or another entity, shall maintain, for at least 3
25 years, copies of all examination reports as medical records
26 and shall maintain, for at least 3 years, records of all
27 payments for the examinations and reports. Neither an insurer
28 nor any person acting at the direction of or on behalf of an
29 insurer may materially change an opinion in a report prepared
30 under this paragraph or direct the physician preparing the
31 report to change such opinion. The denial of a payment as the

1 result of such a changed opinion constitutes a material
2 misrepresentation under s. 626.9541(1)(i)2.; however, this
3 provision does not preclude the insurer from calling to the
4 attention of the physician errors of fact in the report based
5 upon information in the claim file.

6 (b) If requested by the person examined, a party
7 causing an examination to be made shall deliver to him or her
8 a copy of every written report concerning the examination
9 rendered by an examining physician, at least one of which
10 reports must set out the examining physician's findings and
11 conclusions in detail. After such request and delivery, the
12 party causing the examination to be made is entitled, upon
13 request, to receive from the person examined every written
14 report available to him or her or his or her representative
15 concerning any examination, previously or thereafter made, of
16 the same mental or physical condition. By requesting and
17 obtaining a report of the examination so ordered, or by taking
18 the deposition of the examiner, the person examined waives any
19 privilege he or she may have, in relation to the claim for
20 benefits, regarding the testimony of every other person who
21 has examined, or may thereafter examine, him or her in respect
22 to the same mental or physical condition. If a person
23 unreasonably refuses to submit to an examination, the personal
24 injury protection carrier is no longer liable for subsequent
25 personal injury protection benefits.

26 (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY'S
27 FEES.--With respect to any dispute under the provisions of ss.
28 627.730-627.7405 between the insured and the insurer, or
29 between an assignee of an insured's rights and the insurer,
30 the provisions of s. 627.428 shall apply, except as provided
31 in subsection (10) ~~{++}~~.

1 (9)(a)--Each insurer which has issued a policy
2 providing personal injury protection benefits shall report the
3 renewal, cancellation, or nonrenewal thereof to the Department
4 of Highway Safety and Motor Vehicles within 45 days from the
5 effective date of the renewal, cancellation, or nonrenewal.
6 Upon the issuance of a policy providing personal injury
7 protection benefits to a named insured not previously insured
8 by the insurer thereof during that calendar year, the insurer
9 shall report the issuance of the new policy to the Department
10 of Highway Safety and Motor Vehicles within 30 days.--The
11 report shall be in such form and format and contain such
12 information as may be required by the Department of Highway
13 Safety and Motor Vehicles which shall include a format
14 compatible with the data processing capabilities of said
15 department, and the Department of Highway Safety and Motor
16 Vehicles is authorized to adopt rules necessary with respect
17 thereto. Failure by an insurer to file proper reports with the
18 Department of Highway Safety and Motor Vehicles as required by
19 this subsection or rules adopted with respect to the
20 requirements of this subsection constitutes a violation of the
21 Florida Insurance Code. Reports of cancellations and policy
22 renewals and reports of the issuance of new policies received
23 by the Department of Highway Safety and Motor Vehicles are
24 confidential and exempt from the provisions of s. 119.07(1).
25 These records are to be used for enforcement and regulatory
26 purposes only, including the generation by the department of
27 data regarding compliance by owners of motor vehicles with
28 financial responsibility coverage requirements. In addition,
29 the Department of Highway Safety and Motor Vehicles shall
30 release, upon a written request by a person involved in a
31 motor vehicle accident, by the person's attorney, or by a

1 ~~representative-of-the-person's-motor-vehicle-insurer,-the-name~~
 2 ~~of-the-insurance-company-and-the-policy-number-for-the-policy~~
 3 ~~covering-the-vehicle-named-by-the-requesting-party.--The~~
 4 ~~written-request-must-include-a-copy-of-the-appropriate~~
 5 ~~accident-form-as-provided-in-s.-346-065,-s.-346-066,-or-s-~~
 6 ~~346-068-~~

7 ~~(b)--Every-insurer-with-respect-to-each-insurance~~
 8 ~~policy-providing-personal-injury-protection-benefits-shall~~
 9 ~~notify-the-named-insured-or-in-the-case-of-a-commercial-fleet~~
 10 ~~policy,-the-first-named-insured-in-writing-that-any~~
 11 ~~cancellation-or-nonrenewal-of-the-policy-will-be-reported-by~~
 12 ~~the-insurer-to-the-Department-of-Highway-Safety-and-Motor~~
 13 ~~Vehicles.--The-notice-shall-also-inform-the-named-insured-that~~
 14 ~~failure-to-maintain-personal-injury-protection-and-property~~
 15 ~~damage-liability-insurance-on-a-motor-vehicle-when-required-by~~
 16 ~~law-may-result-in-the-loss-of-registration-and-driving~~
 17 ~~privileges-in-this-state,-and-the-notice-shall-inform-the~~
 18 ~~named-insured-of-the-amount-of-the-reinstatement-fees-required~~
 19 ~~by-s.-627-733(7).--This-notice-is-for-informational-purposes~~
 20 ~~only,-and-no-civil-liability-shall-attach-to-an-insurer-due-to~~
 21 ~~failure-to-provide-this-notice-~~

22 (9)(10) An insurer may negotiate and enter into
 23 contracts with licensed health care providers for the benefits
 24 described in this section, referred to in this section as
 25 "preferred providers," which shall include health care
 26 providers licensed under chapters 458, 459, 460, 461, and 463.
 27 The insurer may provide an option to an insured to use a
 28 preferred provider at the time of purchase of the policy for
 29 personal injury protection benefits, if the requirements of
 30 this subsection are met. If the insured elects to use a
 31 provider who is not a preferred provider, whether the insured

1 purchased a preferred provider policy or a nonpreferred
 2 provider policy, the medical benefits provided by the insurer
 3 shall be as required by this section. If the insured elects to
 4 use a provider who is a preferred provider, the insurer may
 5 pay medical benefits in excess of the benefits required by
 6 this section and may waive or lower the amount of any
 7 deductible that applies to such medical benefits. If the
 8 insurer offers a preferred provider policy to a policyholder
 9 or applicant, it must also offer a nonpreferred provider
 10 policy. The insurer shall provide each policyholder with a
 11 current roster of preferred providers in the county in which
 12 the insured resides at the time of purchase of such policy,
 13 and shall make such list available for public inspection
 14 during regular business hours at the principal office of the
 15 insurer within the state.

16 (10)~~{++}~~ DEMAND LETTER.--

17 (a) As a condition precedent to filing any action for
 18 benefits under this section, the insurer must be provided with
 19 written notice of an intent to initiate litigation. Such
 20 notice may not be sent until the claim is overdue, including
 21 any additional time the insurer has to pay the claim pursuant
 22 to paragraph (4) (b) .

23 (b) The notice required shall state that it is a
 24 "demand letter under s. 627.736(10) ~~s.-627-736{++}~~" and shall
 25 state with specificity:

26 1. The name of the insured upon which such benefits
 27 are being sought, including a copy of the assignment giving
 28 rights to the claimant if the claimant is not the insured.

29 2. The claim number or policy number upon which such
 30 claim was originally submitted to the insurer.
 31

1 3. To the extent applicable, the name of any medical
2 provider who rendered to an insured the treatment, services,
3 accommodations, or supplies that form the basis of such claim;
4 and an itemized statement specifying each exact amount, the
5 date of treatment, service, or accommodation, and the type of
6 benefit claimed to be due. A completed form satisfying the
7 requirements of paragraph (5) (d) or the lost-wage statement
8 previously submitted may be used as the itemized statement. To
9 the extent that the demand involves an insurer's withdrawal of
10 payment under paragraph (7) (a) for future treatment not yet
11 rendered, the claimant shall attach a copy of the insurer's
12 notice withdrawing such payment and an itemized statement of
13 the type, frequency, and duration of future treatment claimed
14 to be reasonable and medically necessary.

15 (c) Each notice required by this subsection must be
16 delivered to the insurer by United States certified or
17 registered mail, return receipt requested. Such postal costs
18 shall be reimbursed by the insurer if so requested by the
19 claimant in the notice, when the insurer pays the claim. Such
20 notice must be sent to the person and address specified by the
21 insurer for the purposes of receiving notices under this
22 subsection. Each licensed insurer, whether domestic, foreign,
23 or alien, shall file with the office designation of the name
24 and address of the person to whom notices pursuant to this
25 subsection shall be sent which the office shall make available
26 on its Internet website. The name and address on file with the
27 office pursuant to s. 624.422 shall be deemed the authorized
28 representative to accept notice pursuant to this subsection in
29 the event no other designation has been made.

30 (d) If, within 15 days after receipt of notice by the
31 insurer, the overdue claim specified in the notice is paid by

1 the insurer together with applicable interest and a penalty of
2 10 percent of the overdue amount paid by the insurer, subject
3 to a maximum penalty of \$250, no action may be brought against
4 the insurer. If the demand involves an insurer's withdrawal of
5 payment under paragraph (7) (a) for future treatment not yet
6 rendered, no action may be brought against the insurer if,
7 within 15 days after its receipt of the notice, the insurer
8 mails to the person filing the notice a written statement of
9 the insurer's agreement to pay for such treatment in
10 accordance with the notice and to pay a penalty of 10 percent,
11 subject to a maximum penalty of \$250, when it pays for such
12 future treatment in accordance with the requirements of this
13 section. To the extent the insurer determines not to pay any
14 amount demanded, the penalty shall not be payable in any
15 subsequent action. For purposes of this subsection, payment or
16 the insurer's agreement shall be treated as being made on the
17 date a draft or other valid instrument that is equivalent to
18 payment, or the insurer's written statement of agreement, is
19 placed in the United States mail in a properly addressed,
20 postpaid envelope, or if not so posted, on the date of
21 delivery. The insurer shall not be obligated to pay any
22 attorney's fees if the insurer pays the claim or mails its
23 agreement to pay for future treatment within the time
24 prescribed by this subsection.

25 (e) The applicable statute of limitation for an action
26 under this section shall be tolled for a period of 15 business
27 days by the mailing of the notice required by this subsection.

28 (f) Any insurer making a general business practice of
29 not paying valid claims until receipt of the notice required
30 by this subsection is engaging in an unfair trade practice
31 under the insurance code.

1 (11)~~(12)~~ CIVIL ACTION FOR INSURANCE FRAUD.--An insurer
 2 shall have a cause of action against any person convicted of,
 3 or who, regardless of adjudication of guilt, pleads guilty or
 4 nolo contendere to insurance fraud under s. 817.234, patient
 5 brokering under s. 817.505, or kickbacks under s. 456.054,
 6 associated with a claim for personal injury protection
 7 benefits in accordance with this section. An insurer
 8 prevailing in an action brought under this subsection may
 9 recover compensatory, consequential, and punitive damages
 10 subject to the requirements and limitations of part II of
 11 chapter 768, and attorney's fees and costs incurred in
 12 litigating a cause of action against any person convicted of,
 13 or who, regardless of adjudication of guilt, pleads guilty or
 14 nolo contendere to insurance fraud under s. 817.234, patient
 15 brokering under s. 817.505, or kickbacks under s. 456.054,
 16 associated with a claim for personal injury protection
 17 benefits in accordance with this section.

18 (12)~~(13)~~ MINIMUM BENEFIT COVERAGE.--If the Financial
 19 Services Commission determines that the cost savings under
 20 personal injury protection insurance benefits paid by insurers
 21 have been realized due to the provisions of this act, prior
 22 legislative reforms, or other factors, the commission may
 23 increase the minimum \$10,000 benefit coverage requirement. In
 24 establishing the amount of such increase, the commission must
 25 determine that the additional premium for such coverage is
 26 approximately equal to the premium cost savings that have been
 27 realized for the personal injury protection coverage with
 28 limits of \$10,000.

29 (13)~~(14)~~ FRAUD ADVISORY NOTICE.--Upon receiving notice
 30 of a claim under this section, an insurer shall provide a
 31 notice to the insured or to a person for whom a claim for

1 reimbursement for diagnosis or treatment of injuries has been
2 filed, advising that:

3 (a) Pursuant to s. 626.9892, the Department of
4 Financial Services may pay rewards of up to \$25,000 to persons
5 providing information leading to the arrest and conviction of
6 persons committing crimes investigated by the Division of
7 Insurance Fraud arising from violations of s. 440.105, s.
8 624.15, s. 626.9541, s. 626.989, or s. 817.234.

9 (b) Solicitation of a person injured in a motor
10 vehicle crash for purposes of filing personal injury
11 protection or tort claims could be a violation of s. 817.234,
12 s. 817.505, or the rules regulating The Florida Bar and should
13 be immediately reported to the Division of Insurance Fraud if
14 such conduct has taken place.

15 Section 14. Notwithstanding the repeal of the Florida
16 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,
17 section 627.737, Florida Statutes, is revived and reenacted to
18 read:

19 627.737 Tort exemption; limitation on right to
20 damages; punitive damages.--

21 (1) Every owner, registrant, operator, or occupant of
22 a motor vehicle with respect to which security has been
23 provided as required by ss. 627.730-627.7405, and every person
24 or organization legally responsible for her or his acts or
25 omissions, is hereby exempted from tort liability for damages
26 because of bodily injury, sickness, or disease arising out of
27 the ownership, operation, maintenance, or use of such motor
28 vehicle in this state to the extent that the benefits
29 described in s. 627.736(1) are payable for such injury, or
30 would be payable but for any exclusion authorized by ss.
31 627.730-627.7405, under any insurance policy or other method

1 of security complying with the requirements of s. 627.733, or
2 by an owner personally liable under s. 627.733 for the payment
3 of such benefits, unless a person is entitled to maintain an
4 action for pain, suffering, mental anguish, and inconvenience
5 for such injury under the provisions of subsection (2).

6 (2) In any action of tort brought against the owner,
7 registrant, operator, or occupant of a motor vehicle with
8 respect to which security has been provided as required by ss.
9 627.730-627.7405, or against any person or organization
10 legally responsible for her or his acts or omissions, a
11 plaintiff may recover damages in tort for pain, suffering,
12 mental anguish, and inconvenience because of bodily injury,
13 sickness, or disease arising out of the ownership,
14 maintenance, operation, or use of such motor vehicle only in
15 the event that the injury or disease consists in whole or in
16 part of:

17 (a) Significant and permanent loss of an important
18 bodily function.

19 (b) Permanent injury within a reasonable degree of
20 medical probability, other than scarring or disfigurement.

21 (c) Significant and permanent scarring or
22 disfigurement.

23 (d) Death.

24 (3) When a defendant, in a proceeding brought pursuant
25 to ss. 627.730-627.7405, questions whether the plaintiff has
26 met the requirements of subsection (2), then the defendant may
27 file an appropriate motion with the court, and the court
28 shall, on a one-time basis only, 30 days before the date set
29 for the trial or the pretrial hearing, whichever is first, by
30 examining the pleadings and the evidence before it, ascertain
31 whether the plaintiff will be able to submit some evidence

1 that the plaintiff will meet the requirements of subsection
2 (2). If the court finds that the plaintiff will not be able
3 to submit such evidence, then the court shall dismiss the
4 plaintiff's claim without prejudice.

5 (4) In any action brought against an automobile
6 liability insurer for damages in excess of its policy limits,
7 no claim for punitive damages shall be allowed.

8 Section 15. Notwithstanding the repeal of the Florida
9 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,
10 section 627.739, Florida Statutes, is revived and reenacted to
11 read:

12 627.739 Personal injury protection; optional
13 limitations; deductibles.--

14 (1) The named insured may elect a deductible or
15 modified coverage or combination thereof to apply to the named
16 insured alone or to the named insured and dependent relatives
17 residing in the same household, but may not elect a deductible
18 or modified coverage to apply to any other person covered
19 under the policy.

20 (2) Insurers shall offer to each applicant and to each
21 policyholder, upon the renewal of an existing policy,
22 deductibles, in amounts of \$250, \$500, and \$1,000. The
23 deductible amount must be applied to 100 percent of the
24 expenses and losses described in s. 627.736. After the
25 deductible is met, each insured is eligible to receive up to
26 \$10,000 in total benefits described in s. 627.736(1). However,
27 this subsection shall not be applied to reduce the amount of
28 any benefits received in accordance with s. 627.736(1)(c).

29 (3) Insurers shall offer coverage wherein, at the
30 election of the named insured, the benefits for loss of gross
31

1 income and loss of earning capacity described in s.
2 627.736(1)(b) shall be excluded.

3 (4) The named insured shall not be prevented from
4 electing a deductible under subsection (2) and modified
5 coverage under subsection (3). Each election made by the named
6 insured under this section shall result in an appropriate
7 reduction of premium associated with that election.

8 (5) All such offers shall be made in clear and
9 unambiguous language at the time the initial application is
10 taken and prior to each annual renewal and shall indicate that
11 a premium reduction will result from each election. At the
12 option of the insurer, the requirements of the preceding
13 sentence are met by using forms of notice approved by the
14 office, or by providing the following notice in 10-point type
15 in the insurer's application for initial issuance of a policy
16 of motor vehicle insurance and the insurer's annual notice of
17 renewal premium:

18
19 For personal injury protection insurance, the
20 named insured may elect a deductible and to
21 exclude coverage for loss of gross income and
22 loss of earning capacity ("lost wages"). These
23 elections apply to the named insured alone, or
24 to the named insured and all dependent resident
25 relatives. A premium reduction will result from
26 these elections. The named insured is hereby
27 advised not to elect the lost wage exclusion if
28 the named insured or dependent resident
29 relatives are employed, since lost wages will
30 not be payable in the event of an accident.
31

1 Section 16. Notwithstanding the repeal of the Florida
2 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,
3 section 627.7401, Florida Statutes, is revived and reenacted
4 to read:

5 627.7401 Notification of insured's rights.--

6 (1) The commission, by rule, shall adopt a form for
7 the notification of insureds of their right to receive
8 personal injury protection benefits under the Florida Motor
9 Vehicle No-Fault Law. Such notice shall include:

10 (a) A description of the benefits provided by personal
11 injury protection, including, but not limited to, the specific
12 types of services for which medical benefits are paid,
13 disability benefits, death benefits, significant exclusions
14 from and limitations on personal injury protection benefits,
15 when payments are due, how benefits are coordinated with other
16 insurance benefits that the insured may have, penalties and
17 interest that may be imposed on insurers for failure to make
18 timely payments of benefits, and rights of parties regarding
19 disputes as to benefits.

20 (b) An advisory informing insureds that:

21 1. Pursuant to s. 626.9892, the Department of
22 Financial Services may pay rewards of up to \$25,000 to persons
23 providing information leading to the arrest and conviction of
24 persons committing crimes investigated by the Division of
25 Insurance Fraud arising from violations of s. 440.105, s.
26 624.15, s. 626.9541, s. 626.989, or s. 817.234.

27 2. Pursuant to s. 627.736(5)(e)1., if the insured
28 notifies the insurer of a billing error, the insured may be
29 entitled to a certain percentage of a reduction in the amount
30 paid by the insured's motor vehicle insurer.

(c) A notice that solicitation of a person injured in a motor vehicle crash for purposes of filing personal injury protection or tort claims could be a violation of s. 817.234, s 817.505, or the rules regulating The Florida Bar and should be immediately reported to the Division of Insurance Fraud if such conduct has taken place.

(2) Each insurer issuing a policy in this state providing personal injury protection benefits must mail or deliver the notice as specified in subsection (1) to an insured within 21 days after receiving from the insured notice of an automobile accident or claim involving personal injury to an insured who is covered under the policy. The office may allow an insurer additional time to provide the notice specified in subsection (1) not to exceed 30 days, upon a showing by the insurer that an emergency justifies an extension of time.

(3) The notice required by this section does not alter or modify the terms of the insurance contract or other requirements of this act.

Section 17. Notwithstanding the repeal of the Florida Motor Vehicle No-Fault Law, which occurred on October 1, 2007, section 627.7403, Florida Statutes, is revived and reenacted to read:

627.7403 Mandatory joinder of derivative claim.--In any action brought pursuant to the provisions of s. 627.737 claiming personal injuries, all claims arising out of the plaintiff's injuries, including all derivative claims, shall be brought together, unless good cause is shown why such claims should be brought separately.

Section 18. Notwithstanding the repeal of the Florida Motor Vehicle No-Fault Law, which occurred on October 1, 2007,

1 section 627.7405, Florida Statutes, is revived and reenacted
2 to read:

3 627.7405 Insurers' right of
4 reimbursement.--Notwithstanding any other provisions of ss.
5 627.730-627.7405, any insurer providing personal injury
6 protection benefits on a private passenger motor vehicle shall
7 have, to the extent of any personal injury protection benefits
8 paid to any person as a benefit arising out of such private
9 passenger motor vehicle insurance, a right of reimbursement
10 against the owner or the insurer of the owner of a commercial
11 motor vehicle, if the benefits paid result from such person
12 having been an occupant of the commercial motor vehicle or
13 having been struck by the commercial motor vehicle while not
14 an occupant of any self-propelled vehicle.

15 Section 19. This act revives and reenacts, with
16 amendments, the Florida Motor Vehicle No-Fault Law, which
17 expired by operation of law on October 1, 2007. This act is
18 intended to be remedial and curative in nature and to minimize
19 confusion concerning the changes made by this act to ss.
20 627.730-627.7405, Florida Statutes. Therefore, the Florida
21 Motor Vehicle No-Fault Law shall continue to be codified as
22 ss. 627.730-627.7405, Florida Statutes, notwithstanding the
23 repeal of those sections contained in s. 19, chapter 2003-411,
24 Laws of Florida.

25 Section 20. Effective January 15, 2008, and applicable
26 to policies issued or renewed on or after that date,
27 paragraphs (a) and (c) of subsection (1), subsection (4),
28 paragraphs (a) and (b) of subsection (5), subsection (8), and
29 paragraphs (d) and (e) of subsection (10) of section 627.736,
30 Florida Statutes, as reenacted and amended by this act, are
31 amended, subsections (11), (12), and (13), as reenacted and

1 amended by this act, are redesignated as subsections (12),
2 (13), and (14), respectively, and a new subsection (11) and
3 subsections (15) and (16) are added to that section, to read:

4 627.736 Required personal injury protection benefits;
5 exclusions; priority; claims.--

6 (1) REQUIRED BENEFITS.--Every insurance policy
7 complying with the security requirements of s. 627.733 shall
8 provide personal injury protection to the named insured,
9 relatives residing in the same household, persons operating
10 the insured motor vehicle, passengers in such motor vehicle,
11 and other persons struck by such motor vehicle and suffering
12 bodily injury while not an occupant of a self-propelled
13 vehicle, subject to the provisions of subsection (2) and
14 paragraph (4) (d), to a limit of \$10,000 for loss sustained by
15 any such person as a result of bodily injury, sickness,
16 disease, or death arising out of the ownership, maintenance,
17 or use of a motor vehicle as follows:

18 (a) Medical benefits.--Eighty percent of all
19 reasonable expenses for medically necessary medical, surgical,
20 X-ray, dental, and rehabilitative services, including
21 prosthetic devices, and medically necessary ambulance,
22 hospital, and nursing services. However, the medical benefits
23 shall provide reimbursement only for such services and care
24 that is provided, ordered, or prescribed by a physician
25 licensed under chapter 458 or chapter 459 or a dentist
26 licensed under chapter 466 or that is provided by any of the
27 following persons or entities:

28 1. A chiropractic physician licensed under chapter
29 460.

30 2. A hospital or ambulatory surgical center licensed
31 under chapter 395.

1 3. Emergency transportation and treatment by a person
 2 or entity licensed under ss. 401.2101-401.45.

3 4. An entity wholly owned by one or more physicians
 4 licensed under chapter 458 or chapter 459, chiropractic
 5 physicians licensed under chapter 460, or dentists licensed
 6 under chapter 466, or by such practitioner or practitioners
 7 and the spouse, parent, child, or sibling of that practitioner
 8 or those practitioners.

9 5. An entity wholly owned, directly or indirectly, by
 10 a hospital or hospitals.

11 6. A health care clinic licensed pursuant to ss.
 12 400.990-400.995 which is:

13 a. Accredited by the Joint Commission on Accreditation
 14 of Healthcare Organizations, the American Osteopathic
 15 Association, the Commission on Accreditation of Rehabilitation
 16 Facilities, or the Accreditation Association for Ambulatory
 17 Health Care, Inc.; or

18 b. A health care clinic that:

19 (I) Has a medical director licensed under chapter 458,
 20 chapter 459, or chapter 460;

21 (II) Has either been continuously licensed for more
 22 than 3 years or is a publicly traded corporation that issues
 23 securities traded on an exchange registered with the United
 24 States Securities and Exchange Commission as a national
 25 securities exchange; and

26 (III) Provides at least four of the following medical
 27 specialties:

28 (A) General medicine.

29 (B) Radiography.

30 (C) Orthopedic medicine.

31 (D) Physical medicine.

1 (E) Physical therapy.

2 (F) Physical rehabilitation.

3 (G) Prescribing or dispensing outpatient prescription
4 medication.

5 (H) Laboratory services.

6
7 The Financial Services Commission shall adopt by rule the form
8 that must be used by an insurer and a health care provider
9 specified in subparagraph 4., subparagraph 5., or subparagraph
10 6. to document that the health care provider meets the
11 criteria of this paragraph, which rule must include a
12 requirement for a sworn statement or affidavit. Such-benefits
13 shall-also-include-necessary-remedial-treatment-and-services
14 recognized-and-permitted-under-the-laws-of-the-state-for-an
15 injured-person-who-relies-upon-spiritual-means-through-prayer
16 alone-for-healing,-in-accordance-with-his-or-her-religious
17 beliefs,-however,-this-sentence-does-not-affect-the
18 determination-of-what-other-services-or-procedures-are
19 medically-necessary-

20 (c) Death benefits.--Death benefits equal to the
21 lesser of \$5,000 or the remainder of unused personal injury
22 protection benefits per individual. The insurer may pay such
23 benefits to the executor or administrator of the deceased, to
24 any of the deceased's relatives by blood or legal adoption or
25 connection by marriage, or to any person appearing to the
26 insurer to be equitably entitled thereto.

27
28 Only insurers writing motor vehicle liability insurance in
29 this state may provide the required benefits of this section,
30 and no such insurer shall require the purchase of any other
31 motor vehicle coverage other than the purchase of property

1 damage liability coverage as required by s. 627.7275 as a
2 condition for providing such required benefits. Insurers may
3 not require that property damage liability insurance in an
4 amount greater than \$10,000 be purchased in conjunction with
5 personal injury protection. Such insurers shall make benefits
6 and required property damage liability insurance coverage
7 available through normal marketing channels. Any insurer
8 writing motor vehicle liability insurance in this state who
9 fails to comply with such availability requirement as a
10 general business practice shall be deemed to have violated
11 part IX of chapter 626, and such violation shall constitute an
12 unfair method of competition or an unfair or deceptive act or
13 practice involving the business of insurance; and any such
14 insurer committing such violation shall be subject to the
15 penalties afforded in such part, as well as those which may be
16 afforded elsewhere in the insurance code.

17 (4) BENEFITS; WHEN DUE.--Benefits due from an insurer
18 under ss. 627.730-627.7405 shall be primary, except that
19 benefits received under any workers' compensation law shall be
20 credited against the benefits provided by subsection (1) and
21 shall be due and payable as loss accrues, upon receipt of
22 reasonable proof of such loss and the amount of expenses and
23 loss incurred which are covered by the policy issued under ss.
24 627.730-627.7405. When the Agency for Health Care
25 Administration provides, pays, or becomes liable for medical
26 assistance under the Medicaid program related to injury,
27 sickness, disease, or death arising out of the ownership,
28 maintenance, or use of a motor vehicle, benefits under ss.
29 627.730-627.7405 shall be subject to the provisions of the
30 Medicaid program.

1 (a) An insurer may require written notice to be given
2 as soon as practicable after an accident involving a motor
3 vehicle with respect to which the policy affords the security
4 required by ss. 627.730-627.7405.

5 (b) Personal injury protection insurance benefits paid
6 pursuant to this section shall be overdue if not paid within
7 30 days after the insurer is furnished written notice of the
8 fact of a covered loss and of the amount of same. If such
9 written notice is not furnished to the insurer as to the
10 entire claim, any partial amount supported by written notice
11 is overdue if not paid within 30 days after such written
12 notice is furnished to the insurer. Any part or all of the
13 remainder of the claim that is subsequently supported by
14 written notice is overdue if not paid within 30 days after
15 such written notice is furnished to the insurer. When an
16 insurer pays only a portion of a claim or rejects a claim, the
17 insurer shall provide at the time of the partial payment or
18 rejection an itemized specification of each item that the
19 insurer had reduced, omitted, or declined to pay and any
20 information that the insurer desires the claimant to consider
21 related to the medical necessity of the denied treatment or to
22 explain the reasonableness of the reduced charge, provided
23 that this shall not limit the introduction of evidence at
24 trial; and the insurer shall include the name and address of
25 the person to whom the claimant should respond and a claim
26 number to be referenced in future correspondence. However,
27 notwithstanding the fact that written notice has been
28 furnished to the insurer, any payment shall not be deemed
29 overdue when the insurer has reasonable proof to establish
30 that the insurer is not responsible for the payment. For the
31 purpose of calculating the extent to which any benefits are

1 overdue, payment shall be treated as being made on the date a
2 draft or other valid instrument which is equivalent to payment
3 was placed in the United States mail in a properly addressed,
4 postpaid envelope or, if not so posted, on the date of
5 delivery. This paragraph does not preclude or limit the
6 ability of the insurer to assert that the claim was unrelated,
7 was not medically necessary, or was unreasonable or that the
8 amount of the charge was in excess of that permitted under, or
9 in violation of, subsection (5). Such assertion by the insurer
10 may be made at any time, including after payment of the claim
11 or after the 30-day time period for payment set forth in this
12 paragraph.

13 (c) Upon receiving notice of an accident that is
14 potentially covered by personal injury protection benefits,
15 the insurer must reserve \$5,000 of personal injury protection
16 benefits for payment to physicians licensed under chapter 458
17 or chapter 459 who provide emergency services and care, as
18 defined in s. 395.002(9), or who provide hospital inpatient
19 care. The amount required to be held in reserve may be used
20 only to pay claims from such physicians until 30 days after
21 the date the insurer receives notice of the accident. After
22 the 30-day period, any amount of the reserve for which the
23 insurer has not received notice of a claim from a physician
24 who provided emergency services and care or who provided
25 hospital inpatient care may then be used by the insurer to pay
26 other claims. The time periods specified in paragraph (b) for
27 required payment of personal injury protection benefits shall
28 be tolled for the period of time that an insurer is required
29 by this paragraph to hold payment of a claim that is not from
30 a physician who provided emergency services and care or who
31 provided hospital inpatient care.

1 (d)~~(e)~~ All overdue payments shall bear simple interest
2 at the rate established under s. 55.03 or the rate established
3 in the insurance contract, whichever is greater, for the year
4 in which the payment became overdue, calculated from the date
5 the insurer was furnished with written notice of the amount of
6 covered loss. Interest shall be due at the time payment of the
7 overdue claim is made.

8 (e)~~(d)~~ The insurer of the owner of a motor vehicle
9 shall pay personal injury protection benefits for:

10 1. Accidental bodily injury sustained in this state by
11 the owner while occupying a motor vehicle, or while not an
12 occupant of a self-propelled vehicle if the injury is caused
13 by physical contact with a motor vehicle.

14 2. Accidental bodily injury sustained outside this
15 state, but within the United States of America or its
16 territories or possessions or Canada, by the owner while
17 occupying the owner's motor vehicle.

18 3. Accidental bodily injury sustained by a relative of
19 the owner residing in the same household, under the
20 circumstances described in subparagraph 1. or subparagraph 2.,
21 provided the relative at the time of the accident is domiciled
22 in the owner's household and is not himself or herself the
23 owner of a motor vehicle with respect to which security is
24 required under ss. 627.730-627.7405.

25 4. Accidental bodily injury sustained in this state by
26 any other person while occupying the owner's motor vehicle or,
27 if a resident of this state, while not an occupant of a
28 self-propelled vehicle, if the injury is caused by physical
29 contact with such motor vehicle, provided the injured person
30 is not himself or herself:
31

1 a. The owner of a motor vehicle with respect to which
2 security is required under ss. 627.730-627.7405; or

3 b. Entitled to personal injury benefits from the
4 insurer of the owner or owners of such a motor vehicle.

5 (f)~~(e)~~ If two or more insurers are liable to pay
6 personal injury protection benefits for the same injury to any
7 one person, the maximum payable shall be as specified in
8 subsection (1), and any insurer paying the benefits shall be
9 entitled to recover from each of the other insurers an
10 equitable pro rata share of the benefits paid and expenses
11 incurred in processing the claim.

12 (g)~~(f)~~ It is a violation of the insurance code for an
13 insurer to fail to timely provide benefits as required by this
14 section with such frequency as to constitute a general
15 business practice.

16 (h)~~(g)~~ Benefits shall not be due or payable to or on
17 the behalf of an insured person if that person has committed,
18 by a material act or omission, any insurance fraud relating to
19 personal injury protection coverage under his or her policy,
20 if the fraud is admitted to in a sworn statement by the
21 insured or if it is established in a court of competent
22 jurisdiction. Any insurance fraud shall void all coverage
23 arising from the claim related to such fraud under the
24 personal injury protection coverage of the insured person who
25 committed the fraud, irrespective of whether a portion of the
26 insured person's claim may be legitimate, and any benefits
27 paid prior to the discovery of the insured person's insurance
28 fraud shall be recoverable by the insurer from the person who
29 committed insurance fraud in their entirety. The prevailing
30 party is entitled to its costs and attorney's fees in any
31

1 action in which it prevails in an insurer's action to enforce
2 its right of recovery under this paragraph.

3 (5) CHARGES FOR TREATMENT OF INJURED PERSONS.--

4 (a)1. Any physician, hospital, clinic, or other person
5 or institution lawfully rendering treatment to an injured
6 person for a bodily injury covered by personal injury
7 protection insurance may charge the insurer and injured party
8 only a reasonable amount pursuant to this section for the
9 services and supplies rendered, and the insurer providing such
10 coverage may pay for such charges directly to such person or
11 institution lawfully rendering such treatment, if the insured
12 receiving such treatment or his or her guardian has
13 countersigned the properly completed invoice, bill, or claim
14 form approved by the office upon which such charges are to be
15 paid for as having actually been rendered, to the best
16 knowledge of the insured or his or her guardian. In no event,
17 however, may such a charge be in excess of the amount the
18 person or institution customarily charges for like services or
19 supplies. With respect to a determination of whether a charge
20 for a particular service, treatment, or otherwise is
21 reasonable, consideration may be given to evidence of usual
22 and customary charges and payments accepted by the provider
23 involved in the dispute, and reimbursement levels in the
24 community and various federal and state medical fee schedules
25 applicable to automobile and other insurance coverages, and
26 other information relevant to the reasonableness of the
27 reimbursement for the service, treatment, or supply.

28 2. The insurer may limit reimbursement to 80 percent
29 of the following schedule of maximum charges:

30 a. For emergency transport and treatment by providers
31 licensed under chapter 401, 200 percent of Medicare.

1 b. For emergency services and care provided by a
2 hospital licensed under chapter 395, 75 percent of the
3 hospital's usual and customary charges.

4 c. For emergency services and care rendered by a
5 physician and related hospital inpatient services rendered by
6 a physician, the usual and customary charges in the community.

7 d. For hospital inpatient services, other than
8 emergency services and care, 200 percent of the Medicare Part
9 A prospective payment applicable to the specific hospital
10 providing the inpatient services.

11 e. For hospital outpatient services, other than
12 emergency services and care, 200 percent of the Medicare Part
13 A Ambulatory Payment Classification for the specific hospital
14 providing the outpatient services.

15 f. For all other medical services, supplies, and care,
16 200 percent of the applicable Medicare Part B fee schedule.
17 However, if such services, supplies, or care are not
18 reimbursable under Medicare Part B, the insurer may limit
19 reimbursement to 80 percent of the maximum reimbursable
20 allowance under workers' compensation, as determined under s.
21 440.13 and rules adopted thereunder which are in effect at the
22 time such services, supplies, or care are provided. Services,
23 supplies, or care that are not reimbursable under Medicare or
24 workers' compensation are not required to be reimbursed by the
25 insurer.

26 3. For purposes of subparagraph 2., the applicable fee
27 schedule or payment limitation under Medicare is the fee
28 schedule or payment limitation in effect at the time the
29 services, supplies, or care were rendered and for the area in
30 which such services were rendered.

1 4. Subparagraph 2. does not allow the insurer to apply
2 any limitation on the number of treatments or other
3 utilization limits that apply under Medicare or workers'
4 compensation. An insurer that applies the allowable payment
5 limitations of subparagraph 2. must reimburse a provider who
6 lawfully provided care or treatment under the scope of his or
7 her license, regardless of whether such provider would be
8 entitled to reimbursement under Medicare due to restrictions
9 or limitations on the types or discipline of health care
10 providers who may be reimbursed for particular procedures or
11 procedure codes.

12 5. If an insurer limits payment as authorized by
13 subparagraph 2., the person providing such services, supplies,
14 or care may not bill or attempt to collect from the insured
15 any amount in excess of such limits, except for amounts that
16 are not covered by the insured's personal injury protection
17 coverage due to the coinsurance amount or maximum policy
18 limits.

19 (b)1. An insurer or insured is not required to pay a
20 claim or charges:

21 a. Made by a broker or by a person making a claim on
22 behalf of a broker;

23 b. For any service or treatment that was not lawful at
24 the time rendered;

25 c. To any person who knowingly submits a false or
26 misleading statement relating to the claim or charges;

27 d. With respect to a bill or statement that does not
28 substantially meet the applicable requirements of paragraph
29 (d);

30 e. For any treatment or service that is upcoded, or
31 that is unbundled when such treatment or services should be

1 bundled, in accordance with paragraph (d). To facilitate
 2 prompt payment of lawful services, an insurer may change codes
 3 that it determines to have been improperly or incorrectly
 4 upcoded or unbundled, and may make payment based on the
 5 changed codes, without affecting the right of the provider to
 6 dispute the change by the insurer, provided that before doing
 7 so, the insurer must contact the health care provider and
 8 discuss the reasons for the insurer's change and the health
 9 care provider's reason for the coding, or make a reasonable
 10 good faith effort to do so, as documented in the insurer's
 11 file; and

12 f. For medical services or treatment billed by a
 13 physician and not provided in a hospital unless such services
 14 are rendered by the physician or are incident to his or her
 15 professional services and are included on the physician's
 16 bill, including documentation verifying that the physician is
 17 responsible for the medical services that were rendered and
 18 billed.

19 ~~2---Charges-for-medically-necessary-cephalic~~
 20 ~~thermograms,-peripheral-thermograms,-spinal-ultrasounds,-~~
 21 ~~extremity-ultrasounds,-video-fluoroscopy,-and-surface~~
 22 ~~electromyography-shall-not-exceed-the-maximum-reimbursement~~
 23 ~~allowance-for-such-procedures-as-set-forth-in-the-applicable~~
 24 ~~fee-schedule-or-other-payment-methodology-established-pursuant~~
 25 ~~to-s--440-13-~~

26 ~~3---Allowable-amounts-that-may-be-charged-to-a-personal~~
 27 ~~injury-protection-insurance-insurer-and-insured-for-medically~~
 28 ~~necessary-nerve-conduction-testing-when-done-in-conjunction~~
 29 ~~with-a-needle-electromyography-procedure-and-both-are~~
 30 ~~performed-and-billed-solely-by-a-physician-licensed-under~~
 31 ~~chapter-458,-chapter-459,-chapter-460,-or-chapter-461-who-is~~

1 also-certified-by-the-American-Board-of-Electrodiagnostic
 2 Medicine-or-by-a-board-recognized-by-the-American-Board-of
 3 Medical-Specialties-or-the-American-Osteopathic-Association-or
 4 who-holds-diplomate-status-with-the-American-Chiropractic
 5 Neurology-Board-or-its-predecessors-shall-not-exceed-200
 6 percent-of-the-allowable-amount-under-the-participating
 7 physician-fee-schedule-of-Medicare-Part-B-for-year-2001,-for
 8 the-area-in-which-the-treatment-was-rendered,-adjusted
 9 annually-on-August-1-to-reflect-the-prior-calendar-year's
 10 changes-in-the-annual-Medical-Care-Item-of-the-Consumer-Price
 11 Index-for-All-Urban-Consumers-in-the-South-Region-as
 12 determined-by-the-Bureau-of-Labor-Statistics-of-the-United
 13 States-Department-of-Labor-

14 4.--Allowable-amounts-that-may-be-charged-to-a-personal
 15 injury-protection-insurance-insurer-and-insured-for-medically
 16 necessary-nerve-conduction-testing-that-does-not-meet-the
 17 requirements-of-subparagraph-3:-shall-not-exceed-the
 18 applicable-fee-schedule-or-other-payment-methodology
 19 established-pursuant-to-s.-440-13-

20 5.--Allowable-amounts-that-may-be-charged-to-a-personal
 21 injury-protection-insurance-insurer-and-insured-for-magnetic
 22 resonance-imaging-services-shall-not-exceed-175-percent-of-the
 23 allowable-amount-under-the-participating-physician-fee
 24 schedule-of-Medicare-Part-B-for-year-2001,-for-the-area-in
 25 which-the-treatment-was-rendered,-adjusted-annually-on-August
 26 1-to-reflect-the-prior-calendar-year's-changes-in-the-annual
 27 Medical-Care-Item-of-the-Consumer-Price-Index-for-All-Urban
 28 Consumers-in-the-South-Region-as-determined-by-the-Bureau-of
 29 Labor-Statistics-of-the-United-States-Department-of-Labor-for
 30 the-12-month-period-ending-June-30-of-that-year,-except-that
 31 allowable-amounts-that-may-be-charged-to-a-personal-injury

~~protection-insurance-insurer-and-insured-for-magnetic
 resonance-imaging-services-provided-in-facilities-accredited
 by-the-Accreditation-Association-for-Ambulatory-Health-Care,
 the-American-College-of-Radiology,-or-the-Joint-Commission-on
 Accreditation-of-Healthcare-Organizations-shall-not-exceed-200
 percent-of-the-allowable-amount-under-the-participating
 physician-fee-schedule-of-Medicare-Part-B-for-year-2004,-for
 the-area-in-which-the-treatment-was-rendered,-adjusted
 annually-on-August-1-to-reflect-the-prior-calendar-year's
 changes-in-the-annual-Medical-Care-Item-of-the-Consumer-Price
 Index-for-All-Urban-Consumers-in-the-South-Region-as
 determined-by-the-Bureau-of-Labor-Statistics-of-the-United
 States-Department-of-Labor-for-the-12-month-period-ending-June
 30-of-that-year.-This-paragraph-does-not-apply-to-charges-for
 magnetic-resonance-imaging-services-and-nerve-conduction
 testing-for-inpatients-and-emergency-services-and-care-as
 defined-in-chapter-395-rendered-by-facilities-licensed-under
 chapter-395-~~

2.6- The Department of Health, in consultation with
 the appropriate professional licensing boards, shall adopt, by
 rule, a list of diagnostic tests deemed not to be medically
 necessary for use in the treatment of persons sustaining
 bodily injury covered by personal injury protection benefits
 under this section. The initial list shall be adopted by
 January 1, 2004, and shall be revised from time to time as
 determined by the Department of Health, in consultation with
 the respective professional licensing boards. Inclusion of a
 test on the list of invalid diagnostic tests shall be based on
 lack of demonstrated medical value and a level of general
 acceptance by the relevant provider community and shall not be
 dependent for results entirely upon subjective patient

1 response. Notwithstanding its inclusion on a fee schedule in
2 this subsection, an insurer or insured is not required to pay
3 any charges or reimburse claims for any invalid diagnostic
4 test as determined by the Department of Health.

5 (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY'S
6 FEES.--With respect to any dispute under the provisions of ss.
7 627.730-627.7405 between the insured and the insurer, or
8 between an assignee of an insured's rights and the insurer,
9 the provisions of s. 627.428 shall apply, except as provided
10 in subsections ~~subsection~~ (10) and (15).

11 (10) DEMAND LETTER.--

12 (d) If, within 30 45 days after receipt of notice by
13 the insurer, the overdue claim specified in the notice is paid
14 by the insurer together with applicable interest and a penalty
15 of 10 percent of the overdue amount paid by the insurer,
16 subject to a maximum penalty of \$250, no action may be brought
17 against the insurer. If the demand involves an insurer's
18 withdrawal of payment under paragraph (7)(a) for future
19 treatment not yet rendered, no action may be brought against
20 the insurer if, within 30 45 days after its receipt of the
21 notice, the insurer mails to the person filing the notice a
22 written statement of the insurer's agreement to pay for such
23 treatment in accordance with the notice and to pay a penalty
24 of 10 percent, subject to a maximum penalty of \$250, when it
25 pays for such future treatment in accordance with the
26 requirements of this section. To the extent the insurer
27 determines not to pay any amount demanded, the penalty shall
28 not be payable in any subsequent action. For purposes of this
29 subsection, payment or the insurer's agreement shall be
30 treated as being made on the date a draft or other valid
31 instrument that is equivalent to payment, or the insurer's

1 written statement of agreement, is placed in the United States
 2 mail in a properly addressed, postpaid envelope, or if not so
 3 posted, on the date of delivery. The insurer ~~is shall~~ not be
 4 obligated to pay any attorney's fees if the insurer pays the
 5 claim or mails its agreement to pay for future treatment
 6 within the time prescribed by this subsection.

7 (e) The applicable statute of limitation for an action
 8 under this section shall be tolled for a period of 30 45
 9 business days by the mailing of the notice required by this
 10 subsection.

11 (11) FAILURE TO PAY VALID CLAIMS; UNFAIR OR DECEPTIVE
 12 PRACTICE.--

13 (a) If an insurer fails to pay valid claims for
 14 personal injury protection with such frequency so as to
 15 indicate a general business practice, the insurer is engaging
 16 in a prohibited unfair or deceptive practice that is subject
 17 to the penalties provided in s. 626.9521 and the office has
 18 the powers and duties specified in ss. 626.9561-626.9601 with
 19 respect thereto.

20 (b) Notwithstanding s. 501.212, the Department of
 21 Legal Affairs may investigate and initiate actions for a
 22 violation of this subsection, including, but not limited to,
 23 the powers and duties specified in part II of chapter 501.

24 (15) ALL CLAIMS BROUGHT IN A SINGLE ACTION.--In any
 25 civil action to recover personal injury protection benefits
 26 brought by a claimant pursuant to this section against an
 27 insurer, all claims related to the same health care provider
 28 for the same injured person shall be brought in one action,
 29 unless good cause is shown why such claims should be brought
 30 separately. If the court determines that a civil action is
 31 filed for a claim that should have been brought in a prior

1 civil action, the court may not award attorney's fees to the
 2 claimant.

3 (16) SECURE ELECTRONIC DATA TRANSFER.--Any electronic
 4 notice, documentation, transmission, or communication of any
 5 kind required or authorized under ss. 627.730-627.7405 must be
 6 transmitted by secure electronic data transfer that is
 7 consistent with state and federal privacy and security laws.

8 Section 21. Effective January 15, 2008, and applicable
 9 to policies issued or renewed on or after that date, section
 10 627.739, Florida Statutes, as reenacted by this act, is
 11 amended to read:

12 627.739 Personal injury protection; optional
 13 limitations~~;-deductibles.--~~

14 (1) The named insured may elect ~~a-deductible-or~~
 15 modified coverage as specified in subsection (2) ~~or~~
 16 ~~combination-thereof~~ to apply to the named insured alone or to
 17 the named insured and dependent relatives residing in the same
 18 household, but may not elect ~~a-deductible-or~~ modified coverage
 19 to apply to any other person covered under the policy.

20 ~~{2}--Insurers-shall-offer-to-each-applicant-and-to-each~~
 21 ~~policyholder,-upon-the-renewal-of-an-existing-policy,-~~
 22 ~~deductibles,-in-amounts-of-\$250,-\$500,-and-\$1,000--The~~
 23 ~~deductible-amount-must-be-applied-to-100-percent-of-the~~
 24 ~~expenses-and-losses-described-in-s.-627.736--After-the~~
 25 ~~deductible-is-met,-each-insured-is-eligible-to-receive-up-to~~
 26 ~~\$10,000-in-total-benefits-described-in-s.-627.736{1}--However,~~
 27 ~~this-subsection-shall-not-be-applied-to-reduce-the-amount-of~~
 28 ~~any-benefits-received-in-accordance-with-s.-627.736{1}{c}-~~

29 (2){3} Insurers shall offer coverage wherein, at the
 30 election of the named insured, the benefits for loss of gross
 31

1 income and loss of earning capacity described in s.
 2 627.736(1)(b) shall be excluded.

3 ~~(3)~~⁽⁴⁾ The named insured shall not be prevented from
 4 electing ~~a-deductible-under-subsection-(2)-and~~ modified
 5 coverage under subsection (2) ~~(3)~~. Each election made by the
 6 named insured under this section shall result in an
 7 appropriate reduction of premium associated with that
 8 election.

9 ~~(4)~~⁽⁵⁾ ~~All~~ Such offer ~~offers~~ shall be made in clear
 10 and unambiguous language at the time the initial application
 11 is taken and prior to each annual renewal and shall indicate
 12 that a premium reduction will result from such ~~each~~ election.
 13 At the option of the insurer, the requirements of the
 14 preceding sentence are met by using forms of notice approved
 15 by the office, or by providing the following notice in
 16 10-point type in the insurer's application for initial
 17 issuance of a policy of motor vehicle insurance and the
 18 insurer's annual notice of renewal premium:

19
 20 For personal injury protection insurance, the
 21 named insured may elect ~~a-deductible-and~~ to
 22 exclude coverage for loss of gross income and
 23 loss of earning capacity ("lost wages"). This
 24 election applies ~~These elections apply~~ to the
 25 named insured alone, or to the named insured
 26 and all dependent resident relatives. A premium
 27 reduction will result from this election ~~these~~
 28 ~~elections~~. The named insured is hereby advised
 29 not to elect the lost wage exclusion if the
 30 named insured or dependent resident relatives
 31

1 are employed, since lost wages will not be
2 payable in the event of an accident.

3 Section 22. (1) The Legislature intends that the
4 provisions of this act reviving and reenacting the Florida
5 Motor Vehicle No-Fault Law apply to policies issued on or
6 after the effective date of this act.

7 (2) Each insurer that issued coverage for a motor
8 vehicle that is subject to the Florida Motor Vehicle No-Fault
9 Law shall, within 30 days after the effective date of this
10 act, mail or deliver a revised notice of the premium and
11 policy changes to each policyholder whose policy has an
12 effective date on or after the effective date of this act and
13 who was previously issued a motor vehicle insurance policy or
14 sent a renewal notice based on the assumption that the Florida
15 Motor Vehicle No-Fault Law would be repealed on October 1,
16 2007. For a renewal policy, the coverage must provide the same
17 limits of personal injury protection coverage, the same
18 deductible from personal injury protection coverage, and the
19 same limits of medical payments coverage as provided in the
20 prior policy, unless the policyholder elects different limits
21 that are available. The effective date of the revised policy
22 or renewal shall be the same as the effective date specified
23 in the prior notice. The revised notice of premium and
24 coverage changes are exempt from the requirements of ss.
25 627.7277, 627.728, and 627.7282, Florida Statutes. The
26 policyholder has a period of 30 days, or a longer period if
27 specified by the insurer, following receipt of the revised
28 notice within which to pay any additional amount of premium
29 due and thereby maintain the policy in force as specified in
30 this section. Alternatively, the policyholder may cancel the
31 policy within this time period and obtain a refund of the

1 unearned premium. If the policyholder fails to timely respond
2 to the notice, the insurer must cancel the policy and return
3 any unearned premium to the insured. The date on which the
4 policy will be canceled shall be stated in the notice and may
5 not be less than 35 days after the date of the notice. The
6 amount of unearned premium due to the policyholder shall be
7 calculated on a pro rata basis. The failure of an insurer to
8 timely mail or deliver a revised notice as required by this
9 subsection does not affect the other requirements of this
10 section.

11 (3) With respect to a policy providing personal injury
12 protection coverage having an effective date between the
13 effective date of this act and January 14, 2008, inclusive,
14 the insurer shall use the forms and rates it had in effect on
15 September 30, 2007, for all coverages in that policy unless
16 the insurer makes a new rate or form filing that is approved
17 by the Office of Insurance Regulation or otherwise legally
18 allowed.

19 (4) The Legislature recognizes that some persons have
20 been issued a motor vehicle insurance policy effective on or
21 after October 1, 2007, and before the effective date of this
22 act, which does not include personal injury protection, based
23 upon the expected repeal of the Florida Motor Vehicle No-Fault
24 Law on October 1, 2007, pursuant to s. 19, chapter 2003-411,
25 Laws of Florida. Any such person:

26 (a) May continue to own and operate a motor vehicle in
27 this state without being subject to any sanction for failing
28 to maintain personal injury protection coverage if that person
29 continues to meet statutory requirements relating to property
30 damage liability coverage and obtains personal injury
31

1 protection coverage that takes effect no later than December
2 1, 2007.

3 (b) Is not subject to the provisions of s. 627.737,
4 Florida Statutes, relating to the exemption from tort
5 liability with respect to injuries sustained by the person in
6 a motor vehicle crash occurring while the policy without
7 personal injury protection coverage is in effect but not later
8 than November 30, 2007. This paragraph also applies during
9 such period to any person who would have been covered under a
10 personal injury protection policy if such a policy had been
11 maintained on such motor vehicle.

12 (5) Each insurer shall, by October 31, 2007, provide
13 written notification to each insured referred to in subsection
14 (4) informing the insured that he or she must obtain personal
15 injury protection coverage that takes effect no later than
16 December 1, 2007. Such notice must include the premium for
17 such coverage and the premium credit, if any, which will be
18 provided for other coverage, such as bodily injury liability
19 coverage or uninsured motorist coverage, as required by
20 subsection (3). Alternatively, the insurer may add an
21 endorsement to the policy to provide personal injury
22 protection coverage as required by law, effective no later
23 than December 1, 2007, without requiring any additional
24 payment from the insured, and shall provide written
25 notification to the insured of such endorsement by October 31,
26 2007.

27 Section 23. Except as otherwise expressly provided in
28 this act, this act shall take effect upon becoming a law.
29
30
31